



4 Madsen Street  
HINDMARSH ISLAND SA 5214  
(08) 8555 2234  
reception@hicaravanpark.com.au  
www.hicaravanpark.com.au

## HOLIDAY SITE AGREEMENT

To hold a Holiday Site Agreement, a Site Agreement Holder **must not** have the Park recorded as their principal place of residence on the Australian Electoral Commission electoral roll or receive mail at the Park. Any mail for a Site Agreement Holder will be returned to sender. Holiday Site Agreements **are not covered** by the *Residential Parks Act 2007* (SA). Occupation of a Site under this Agreement is a leasehold right only.

### Park & Site Information

Site: \_\_\_\_\_  
Name: Hindmarsh Island Caravan Park  
Address: 4 Madsen Street  
Hindmarsh Island SA 5214

### Details of the Parties

Park Owner: HICP Pty Ltd  
Address: 4 Madsen Street  
Hindmarsh Island SA 5214  
Telephone: 08 8555 2234  
Mobile: 0413 380 113  
Email: reception@hicaravanpark.com.au

Site Agreement Holder: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email: \_\_\_\_\_

## Term of Agreement

Commencement Date: \_\_\_\_\_

End Date / Fortnightly Periodic: \_\_\_\_\_

## Site Fees

Weekly Site Fee: \_\_\_\_\_

Payable: Weekly or fortnightly in advance

Method of Payment: Deposit / Transfer / EFTPOS / Credit Card

Account Name: HICP Pty Ltd

BSB: 062-565

Account Number: 1092 3138

Payment Reference: \_\_\_\_\_

Site / Surname

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## Conditions

### *Site Maintenance*

1. The Site Agreement Holder must keep the Site in a reasonable state of cleanliness and must notify the Park Owner of damage to the Site or any common areas caused by the Site Agreement Holder or a person allowed at the Park by the Site Agreement Holder. The Site Agreement Holder must not intentionally or negligently cause or allow damage to occur to the Site or common areas. If the Holiday Site Agreement ends, the Site Agreement Holder must give the Site back to the Park Owner in a reasonable condition and in a reasonable state of cleanliness.

### *Park Rules*

2. The Park Owner may make rules about the use, enjoyment, control and management of the Park. The Park Rules constitute terms of this Agreement. The Park Owner can make written amendments to the Park Rules. The Park Owner must provide 14 days written notice of any amendments to the Park Rules before they are enforceable.

### *Site Fee Increases*

3. The Park Owner can increase the Weekly Site Fee for the Site by providing 30 days written notice to the Site Agreement Holder.

### *Charges for Water, Electricity & Gas*

4. If water, electricity or gas consumption at the Site are separately metered, or if bottled gas is supplied to the Site, the Site Agreement Holder is required to pay for the water, electricity or gas.

### *Termination*

5. The Parties can terminate this Agreement by giving 14 days written notice of termination to the other party:
  - 5.1 for breaching a term of this Agreement. The notice must specify the breach and must inform the other party that if the breach is not remedied within 14 days, this Agreement will be terminated; or
  - 5.2 if the other party has breached the same term of this Agreement on at least three separate occasions, and a notice of termination has been given for at least two previous occasions.
- 6 The Park Owner may also terminate this Agreement:
  - 6.1 immediately for intentional or reckless misconduct likely to cause personal injury, damage to property within the Park, or seriously interferes with others, by the Site Agreement Holder or a person allowed at the Park by the Site Agreement Holder;
  - 6.2 by giving 28 days written notice of termination to the Site Agreement Holder where there is a change of use of the Park or redevelopment is to occur;
  - 6.3 by giving 60 days written notice of termination to the Site Agreement Holder where there is a periodic Agreement without specifying a ground of termination;
  - 6.4 immediately where the Agreement is frustrated if the Site has been destroyed or rendered uninhabitable, or the Site has ceased to be lawfully usable as a Holiday Site; or
  - 6.5 by giving 60 days written notice of termination to the Site Agreement Holder where the Park has been acquired by compulsory process.
- 7 At the end of the Agreement, the Parties can terminate the Agreement by giving 14 days written notice to the other party. If this Agreement has not been terminated, the Agreement will continue as a fortnightly periodic Agreement with the same terms, subject to any Weekly Site Fee increases and current Park Rules.

*Dwellings*

- 8 A **Dwelling Placement Payment** of \$5,500 (inc. GST) and a **Legal Fee** of \$825 (inc. GST) applies to when a dwelling is to be newly placed at the Park, and to all holiday site dwellings remaining at the Park after a dwelling is sold.

**Declaration & Signature**

9 I declare that:

- 9.1 I have provided proof of my address on the electoral roll to the Park Owner to prove the Park is not my principal place of residence;
- 9.2 This agreement has been genuinely entered into for holiday purposes;
- 9.3 Although I may occupy the site for 60 days or longer under this agreement, this agreement relates to a site used only for holiday purposes;
- 9.4 I will notify the Park within thirty days if my address changes;
- 9.5 I accept that the *Residential Parks Act 2007* does not apply to this Agreement; and
- 9.6 I have read the attached Park Rules and note that they may be amended from time to time pursuant to clause 2 of this Agreement.

Site Agreement Holder: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Park Owner's Representative: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



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## PARK RULES

### RESIDENTIAL SITE AGREEMENT

To hold a Residential Site Agreement, a Site Agreement Holder **must** have the Park recorded as their principal place of residence on identification documentation. Residential Site Agreements **are covered** by the *Residential Parks Act 2007* (SA). Occupation of a Site under this Agreement is a leasehold right only.

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### USE & ENJOYMENT

- Common areas and common area facilities are for the use and enjoyment of Site Agreement Holders.
- Noisy activity may be a local nuisance if the level, nature or extent of the noise unreasonably interferes with the enjoyment of neighbouring premises. Noisy activity is governed by State legislation.
- Sporting and other recreational activities may be undertaken with Park management approval.

### CONTROL & MANAGEMENT

- Site Agreement Holders and their visitors must abide by posted Park speed limits for motor vehicles.
- The parking of motor vehicles must not impede or block mobility around the Park or access to sites.
- Household refuse can be disposed of in the skip bins provided. No large items or building materials are to be disposed of in the skip bins. Garden refuse may be disposed of on the bum pile located at the camping area. Alternatively, a bin can be requested from Park management to dispose of garden refuse.
- Small dogs and cats may be permitted with Park management approval. Dogs and cats must be kept within dwellings or on a lead. Cat runs may be permitted with Park management approval.
- Site Agreement Holders must maintain their dwellings in a reasonable state of cleanliness and repair at all times to maintain the general amenity of the Park.

- Site Agreement Holders are responsible for the landscaping and maintenance of their sites. Only drought tolerant native plants may be permitted with Park management approval.
- Sub-Tenancy Agreements are not permitted.
- Site Agreements are limited to persons who are over the age of 50 years.
- Visitors of Site Agreement Holders are welcome. Park management can provide a visitor access code following a request from a Site Agreement Holder. Only one visitor vehicle per Site is permitted within the Park. Additional fees may apply where visitors use common area facilities.
- Only persons approved by Park management may reside with a Site Agreement Holder.
- Site Agreement Holders are not permitted to use a site for business purposes.

#### **RESIDENTS COMMITTEE**

Whenever the Park is a prescribed residential park, Park management will ensure the Park has a Residents Committee and a place for the Residents Committee to meet. Park management will consider any representations made by the Residents Committee and provide a written response.

#### **AMENDMENT OF PARK RULES**

Park management may make written amendments to the Park Rules. An amendment does not have effect unless Site Agreement Holders have been given 14 days written notice of any amendment. Park management will consult, and consider the views of, the Residents Committee in relation to the amendment of Park Rules.