



# C & C PARK

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## CARAVAN PARK RULES

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*Made in accordance with the  
Residential Tenancies Act 1997 (Vic)*

## INTRODUCTION

This document is for the information of occupants or intended occupants C & C Parks. Please read it and refer to it as required. By doing so it will help to ensure that you and your fellow occupants obtain the maximum benefit and enjoyment of staying at this caravan park. The rules are provided in accordance with section 185 and section 206ZY *Residential Tenancies Act 1997* and form part of any written agreement between the occupant and C & C Parks. In the absence of any written agreement, it should be assumed that occupancy is conditional upon the occupant complying with their duties and the park rules as set out herein.

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## **CARAVAN PARK RULES**

These caravan park rules are made in accordance with Part 4 and Part 4A of the *Residential Tenancies Act 1997* ("the Act"). These caravan park rules apply to any caravan park residents, Part 4A Site Tenants, Annual Holiday Site Holders and any other visitor or occupier of the caravan park (referred to in these caravan park rules as "occupants"). These caravan park rules form part of any agreement between C & C Parks and any resident, occupier or non-resident occupier.

### **1 Occupants Use of the Site**

- 1.1. The occupants must use the site only for the purpose agreed with the park owner; and
- 1.2. use the site, caravan park and facilities properly and ensure that their visitors do the same.
- 1.3. Unless prior approved in writing by C & C Parks, no occupant may stay in the park for more than 30 nights.

### **2 Occupants Must Not Use the Site for Illegal Purposes**

- 2.1. The occupants must not use or permit the use of the site, the dwelling or the caravan park for any purpose that is illegal at common law or under an Act.

### **3 Occupants Duty to Pay Rent**

- 3.1. The occupants must pay the site fees and any other charges (hire fees, gas, electricity, visitor fees) agreed to the park owner on the due dates and in agreed manner.
- 3.2. Occupants are required to pay rent weekly or fortnightly in advance, unless otherwise agreed in writing by the park owner.
- 3.3. Caravan Park residents who are renting a dwelling from the caravan park owner, may be required to pay a bond as specified in writing by the caravan park owner. Any such bond must not exceed the maximum bond permitted under the Act and must be dealt with in the manner prescribed by the Act.
- 3.4. All site fees and any other charges (hire fees, gas, electricity, visitor fees) must be paid electronically via direct debit or by our online payment gateway which is processed according to the schedule in your agreement.

### **4 Quiet Enjoyment - Occupant's Duty**

- 4.1. Occupants must not do anything in or near the site or caravan park or allow their visitors to the caravan park or site to do anything which interferes with the privacy and peace and quiet of other occupants of the caravan park or their proper use and enjoyment of the caravan park.

### **5 Occupants Must Keep Site Clean**

- 5.1. The occupants must keep the site clean and tidy; and
- 5.2. maintain the site and caravan in a manner and condition that do not detract from the general standard of the caravan park as set by the park owner from time to time.

### **6 Occupants Must Not Erect Structures**

- 6.1. Occupants must not erect any structure on the site or in the caravan park without the prior written consent of the park owner.

## **7 Occupants Must Notify Owner of and Compensate for Damage**

- 7.1. If any damage other than fair wear and tear is caused to the caravan park or any facilities in the caravan park by the occupant or his or her visitor, the occupant must: -
  - 7.1.1. repair the damage; or
  - 7.1.2. notify the park owner of the damage and pay compensation for the damage to the caravan owner or the park owner.
- 7.2. The occupants must report to the park owner any damage to, or breakdown of, communal facilities of which the occupants have knowledge.

## **8 Number of Persons Occupying Site**

- 8.1. The occupants must not allow more than the number of persons agreed with the park owner to occupy the site.

## **9 The Making and Abatement of Noise**

- 9.1. The occupants must keep noise to a minimum at all times ensuring that there is no unnecessary noise at all between 10.00pm and 8.00am (Exceptional circumstances may exist where the caravan park owner considers it reasonable that this rule need not be strictly applied. The prior written consent of the park owner must be obtained in these instances.)
- 9.2. Ensure that any approved building, construction or maintenance works only occur between the hours of 8:30am to 7.30pm.

## **10 Vehicles**

- 10.1. Occupants must observe the park speed limit of 8km/h for all vehicles including bicycles (walking pace).
- 10.2. Occupants must have only one motor vehicle, boat or trailer per site unless the written consent of the park owner has been obtained for a second vehicle, boat or trailer.
- 10.3. Such written consent will only be given if: -
  - 10.3.1. both vehicles, boats or trailers are owned and used by the site occupants; and
  - 10.3.2. in the opinion of the park owner, a satisfactory parking place wholly within the site is available.
- 10.4. In the absence of prior written consent from the caravan park owner, occupants must ensure that their visitor's vehicles are parked in the visitor's car park.
- 10.5. Occupants must not carry out repairs to motor vehicles or boats within the caravan park unless an appropriate time and place has been agreed to by the park owner in advance.
- 10.6. Occupants must not bring or use an unregistered or unroadworthy vehicle into the caravan park without the prior written consent of the caravan park owner.
- 10.7. Occupants must ensure that any vehicle in the caravan park remains roadworthy and registered at all times.
- 10.8. Occupants must drive or ride vehicles on the roads only.
- 10.9. Occupants must not ride bicycles in the caravan park outside daylight hours.
- 10.10. Occupants must only park their vehicle in the place specified by the park owner.
- 10.11. Occupants must not bring, permit, allow or invite any vehicle exceeding 3 tonnes gross weight to enter the caravan park without the prior consent of the park owner.

## **11 Disposal of Refuse**

- 11.1. Occupants must wrap garbage before placing it in the bins.
- 11.2. Occupants must not use the caravan park garbage disposal facilities for the disposal of anything other than normal household refuse.
- 11.3. In disposing of garden refuse such as leaves, lawn clippings, etc. occupants must assist the park owner by either disposing of the refuse themselves offsite or consulting with the park owner as to a convenient place for collection.
- 11.4. All occupants must ensure that the garbage container they normally use is put out for collection or that they place rubbish in the dump bin provided.

## **12 The Keeping of Pets**

- 12.1. The occupant will not permit any pet other than dogs as described in 12.2 to be in the park at any time without prior written consent of the park owner and subject to the Act
- 12.2. The occupant will not permit any aggressive, disruptive, or potentially dangerous dog breeds and especially no Restricted Breed Dogs (eg Pit Bulls, Bull Mastiffs) to be in the park at any time.
- 12.3. The occupant will dispose of any animal wastes promptly and appropriately.
- 12.4. The occupant must keep their pet under control at all times.
- 12.5. The occupant must not allow a pet to be inside the park's indoor communal facilities unless written consent is provided and subject to the Act.
- 12.6. The occupant must keep the pet on a leash and under control at all times in the park's outdoor communal facilities.
- 12.7. The park owner may revoke their written consent if the occupant is in breach of any of the caravan park rules.

## **13 The Playing of Games and Other Sporting Activities**

- 13.1. Occupants must not play ball games in or around the amenities block or within close proximity of a dwelling.
- 13.2. Occupants must use playground equipment in the proper manner and in accordance with any rules specific to a particular apparatus.
- 13.3. Occupants must refrain from engaging in dangerous behaviour in the swimming pool area, playground area, in or around amenities blocks, and in any other communal area.
- 13.4. Occupants must strictly abide by all swimming pool safety policies and rules.

## **14 The Use and Operation of Communal Facilities**

- 14.1. Occupants must not smoke in the amenities block, kiosk or any park owned building, cabin or facilities.
- 14.2. If any park owned facility, building or cabin requires cleaning because of smoking by an occupant, the occupant is liable for all cleaning fees.
- 14.3. Occupants must not bring glassware into the swimming pool area or the amenities block.
- 14.4. Occupants must not wash dishes in the laundry trough, baths or hand basins.
- 14.5. Occupants must remove washing promptly from the washing machines, dryer or clotheslines upon the completion of washing or drying. (The park owner may remove and store laundry items as a result of non-compliance.)
- 14.6. Occupants must not erect a private clothesline attached to trees, posts or other park property without prior written consent of the caravan park owner.

- 14.7. Occupants must comply with all water restrictions.

## **15 The Supervision of Children**

- 15.1. Occupants must maintain sufficient supervision of their children, so as to ensure that their children do not cause a nuisance or inconvenience to other occupants, management or employees of the caravan park.
- 15.2. Occupants must ensure that all children are supervised by an adult when using the amenities block or swimming pool.

## **16 Visitors**

- 16.1. Occupants must ensure that their visitors register their presence at the caravan park office upon entering the park by advising the caravan park owner of the visitor's name and address and pay the visitors fees, as determined by the park, if required.
- 16.2. Occupants accept all responsibility for their visitors.
- 16.3. Unless otherwise agreed in writing, it is expected that day visitors will vacate the caravan park by 10.00pm or they will be considered as overnight guests should they be permitted to stay beyond 10:00pm.

## **17 Fires**

- 17.1. Occupants must not light any fire other than a commercially constructed and approved LPG Barbecue.
- 17.2. Occupants must comply with any fire restrictions and/or conditions which may apply with respect to fires used for cooking or warmth during a fire danger period.

## **18 General Conduct**

- 18.1. Occupants must ensure that they and their visitors do not behave in a manner that could be:
- 18.1.1. offensive to other park occupants
  - 18.1.2. a poor example to the children in the park; or
  - 18.1.3. injurious to the reputation of the caravan park.

## **19 The Maintenance of and Modifications to Sites or Dwellings**

- 19.1. Occupants must not extend, alter, modify or attach any fixtures to any site or dwelling within the caravan park without first obtaining the park owner's written consent and obtaining any relevant Building Permits or Planning Permits.
- 19.2. Occupants must ensure that their dwellings remain "movable dwellings" as defined by the Act and are maintained in a manner consistent with the requirements of the *Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2020*.
- 19.3. Occupants must ensure that caravans are placed on-site with the draw bar and tow hitch facing the road or access track.
- 19.4. Occupants must: -
- 19.4.1. Ensure that the Unregistrable Movable Dwelling (UMD), relocatable home, caravan and/or annex or other structure does not occupy more than two thirds of the total site area.
  - 19.4.2. Ensure that any lawn, garden or trees on their site or bordering their site are adequately maintained in a manner that does not detract from the general standard of the caravan park.

- 19.4.3. Ensure that the space beneath their UMD, relocatable home, caravan and/or annex or other structure is bordered, screened, or managed in such a way as to not detract from the general standard the caravan park.
- 19.4.4. Not establish a garden or ornamental theme without the park owner's written approval. The park owner reserves the right to refuse any plans for gardens if in its opinion such plans are inconsistent with the general style of garden thematically adopted in the caravan park.
- 19.4.5. Upon vacating the caravan park, remove any structural alterations made to the site or dwelling thus returning the site and/or dwelling to a state and condition as near as practicable to the state and condition of the site and/or dwelling prior to the commencement of occupancy.
- 19.4.6. Not plant any trees without the consent of the caravan park owner and unless done so with the understanding that the tree shall be a gift to the caravan park owner should the resident vacate the site.

## **20 Sale of Residential Dwellings on Site at the Park**

- 20.1. An occupier who intends to sell or offers to sell or dispose of an UMD, relocatable home, caravan and/or annex or other structure on a Part 4A Site, a Residential Site or Annual Site must notify the caravan park owner of that intention 28 days prior to the proposed sale occurring, **and**
- 20.2. The seller must advise any potential purchaser that the land or site that the UMD, relocatable home, caravan and/or annex is placed upon and any rights or interest in the land or site is not included in any sale.
- 20.3. The UMD, relocatable home, caravan and/or annex or other structure must be removed from the park upon any sale occurring, **unless:** -
  - 20.3.1. The UMD, relocatable home, or caravan and/or annex complies with the caravan park rules of the caravan park owner, complies the *Residential Tenancies (Caravan Parks & Moveable Dwellings Registrations & Standards) Regulations (2020)*, complies with all applicable municipal regulations and complies with Building Code of Australia where applicable; **and**
  - 20.3.2. The caravan park owner has consented in writing prior to the UMD or caravan and/or annex being sold on site.
- 20.4. The erection or displaying of any signage or advertising including "For Sale" signs or similar are not permitted to be displayed on any site unless with the written consent of the caravan park owner
- 20.5. If the seller appoints the caravan park owner to act as its agent to sell the dwelling on behalf of the seller, the seller will pay the caravan park owner the relevant fee, calculated as a percentage of the purchase price.
- 20.6. The seller is liable for any fees, charges or commissions owed under any written agreement with the caravan park upon the sale of the dwelling.

## **21 Mail and/or Parcels**

- 21.1. All occupants are responsible for regular collection of their own mail, including collecting of parcels.

## **22 Security**

- 22.1. All occupants are responsible for the security of their own possessions.

## **23 Surveillance**

- 23.1 The Occupant acknowledges and accepts that the Company uses hidden and visible video and audio surveillance on the Company's premises for lawful purposes.

## **24 Biometric Data**

- 24.1 C & C Parks may collect Biometric Data for the purpose of providing and enhancing security measures. Biometric Data is a measurable characteristic that is unique to an individual such as fingerprints, palm prints, a person's facial structure, a retina or a person's voice.
- 24.2 The biometric data may be held locally and also may be held as a back up on a central server.
- 24.3 By making a booking with C & C Parks, you consent to give your Biometric Data to the Company. You understand that the Biometric Data is held locally and may also be held as a back up on a central server.

## **25 Sexual Harassment & Discrimination**

- 25.1 The Occupant must not sexually harass or discriminate against a client, customer, employee or any other person connected with C & C Park's business.
- 25.2 The Occupant acknowledges that sexual harassment occurs where a person makes an unwelcome sexual advance, or an unwelcome request for sexual favours, to another person or engages in any other unwelcome conduct of a sexual nature in relation to the other person.
- 25.3 The Occupant acknowledges that discrimination may occur if a person discriminates against another on the basis of age, breastfeeding, impairment, industrial activity, sexual orientation, lawful sexual activity, gender identity, marital status, physical features, political belief or activity, pregnancy, race, religious belief or activity, sex, parental status or status as a carer or personal association with a person who is identified by reference to any of the above attributes.
- 25.4 The Occupant will not be victimised for making or being involved in any relevant complaint.
- 25.5 Failure to comply with C & C Park's policies regarding anti-discrimination, sexual harassment & equal opportunity may result in immediate eviction.

## **26 Alcohol and Drug Testing**

- 26.1 C & C Parks may conduct drug and alcohol testing to ensure the premises remains safe for all workers and visitors.
- 26.2 C & C Parks may conduct drug and/or alcohol testing (by a representative of an Authorised Testing Agency) in the following circumstances:
- On reasonable suspicion – If any guest is suspected, on reasonable grounds, to be in breach of the local laws regarding drug and alcohol use.
- 26.3 Individuals who refuse to undertake the test or do not satisfy the requirements of the test may be refused entry to the premises or evicted without further notice. Where appropriate, the matter may be referred to other authorities.



## **27 Bag Searches**

27.1 C & C Parks may conduct bag searches in the following circumstances:

- On reasonable suspicion – If any guest is suspected, on reasonable grounds, to be in possession of any items belonging to C & C Parks

27.2 In undertaking bag searches, the following principles will be applied:

- occupants will be required, upon request, to present any bags, backpacks, suitcases and parcels they are carrying with them for inspection;
  - occupants will hold the bag, backpack, suitcase or parcel fully open so as to allow a proper and adequate inspection of all contents. The person inspecting the item should, wherever possible, avoid handling any of the contents of the bags;
  - if, upon presentation of a bag for inspection, there is/are items which are obstructing the person inspecting the item's view of the contents of the bag, the occupant can be directed to remove the item so that the authorised person has a clear and unobstructed view of its contents; and
  - no bag, backpack, suitcase or parcel should be inspected unless the occupant is present, other than where the occupant gives C & C Parks his or her express consent to do so
- 27.3 Individuals who refuse to undertake the bag search may be refused entry to the premises or evicted without further notice. If a bag search identifies property belonging to C & C Parks, in the occupant's possession, this may give rise to immediate eviction. Where appropriate, the matter may be referred to other authorities.

## **28 Termination of accommodation**

28.1 C & C Parks can instantly evict in writing, without notice the Occupant for any:

- serious breach of this Agreement;
- other serious misconduct;
- intoxication;
- theft;
- unlawful harassment
- unlawful discrimination;
- defamation of the C & C Parks

## **29 Changes to these rules**

29.1 The caravan park owner may amend these rules or make new rules by giving occupants at least seven (7) days written notice of any proposed change to the rules.

## **30 The Act and other Policies of Caravan Park Owner**

30.1 Any provisions of the Act as well as any other policies, rules, terms and conditions of the caravan park owner that are not included in these rules shall remain in full effect and be enforceable against any occupants.