

# **MUDGE GARDENS**

**Standard Operating Procedures  
*for the*  
Administration *and* Management of  
Holiday Vans**

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## 1 Purpose

These Standard Operating Procedures have been prepared to provide a consistent approach to the management of Holiday Vans with respect and agreed management practice across Mudgee Gardens properties.

The Procedures support Mudgee Gardens Manager and its staff in the administration and management of key responsibilities and procedures including but not limited to:

- Annual occupancy agreements – terms and conditions
- Compliance
- Maintenance and presentation standard of holiday vans
- Plans of Management – which could incorporate reduction of holiday vans
- Communication and consultation
- Complaints and disputes

These Procedures assist Mudgee Gardens Manager/operator to implement strategies as land owner for the management, orderly and aesthetic development, and general safety of the Holiday Parks.

## 2 Legislation

The statutory rules describing the occupation by Holiday Vans of sites within a caravan park are contained within the *Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2005*.

Mudgee Gardens establishes objectives and strategies that are relevant to the management and development of all caravan parks in New South Wales.

The objectives of the Mudgee Gardens Policy are:

- a. to develop a caravan park and camping ground system on land which meets the needs of the community and provides a range of facilities for short-term use, long-term use.
- b. to manage caravan parks on land in an environmentally acceptable manner, to provide for the protection of important scenic, natural and cultural resources.
- c. to ensure that caravan parks and camping grounds are managed in a way that provides appropriately for the recreational and social needs of the community.

Other legislation affecting Holiday Vans include:

- *Holiday Parks (Long-term Casual Occupation) Act 2002*
- *Holiday Parks (Long-term Casual Occupation) Regulation 2017*
- *Work Health and Safety Act 2011*
- *Work Health and Safety Regulation 2017*

Legislations can be viewed at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) Caravans are defined as moveable dwellings designed to be registrable as a trailer under the *Road Transport (Vehicle Registration) Regulation 2017*

### 3 Work Health and Safety

All persons who can affect health and safety on any Mudgee Gardens carry a duty of care to ensure the safety of themselves and others on the park. The installation and maintenance of Holiday Vans must be such as to minimise any risk of injury to other persons or property. The standards supporting this objective are:

- AS/NZS 3000:2007, Electrical Installations (known as the Australia/New Zealand Wiring Rules)
- AS/NZS 3001:2008, Electrical installations—Transportable structures and vehicles including their site supplies
- Building Code of Australia
- AS/NZS 3760:2010 In-service safety inspection and testing of electrical equipment

### 4 Guidelines

It should be noted that the specifications contained within the legislation describes minimum conditions. MUDGEE GARDENS has the right to adopt guidelines that alter these conditions as long as the minimum legislative standards comply. It is the responsibility of MUDGEE GARDENS to ensure that by providing a guideline that alters the legislative requirement that in doing so it does not contravene the regulations nor should it give consequence of creating hazards or affecting general safety and aesthetic standards on the park.

#### 4.1 *Occupancy Agreement and Payment of Site Fees*

Mudgee Gardens Mudgee Gardens as Corporate Trust Manager and operator of the Beachside Holiday Parks will determine each year the number of annual occupancy agreements offered for holiday van sites within Shoal Bay, Halifax and Fingal Bay Holiday Parks. The terms and conditions for occupation on all holiday van sites require Owners who have been offered an annual occupancy agreement to enter into an agreement with Park Management. All Owners wishing to take up the offer of an annual agreement will require a current occupancy agreement.

- a) Owners must enter into an Occupancy Agreement with Mudgee Gardens, Each Occupancy Agreement has a maximum term and if a new agreement is offered for the van owners must sign the new agreement and produce evidence of insurance currency.
- b) If an Occupancy Agreement is offered by park management the current owner will be notified and the new Agreement will be made available to the nominated owner no later than 31 May.
- c) The Occupancy Agreement provides for occupation of a site with a maximum of 365 nights use of the site. The annual occupancy fees cover all 365 nights for the term of the Occupancy Agreement.
- d) An 'Owner' or 'Occupant' may include an individual or couple, up to four immediate family members, two couples or two separate principals. 'The Owner' or 'Occupant' must each be sixteen years or older. At least one 'Owner' or 'Occupant' must be named on the Insurance Policy. At least 2 'Owners' or 'Occupants' should sign any documentation regarding the van, such as but not limited to Site Alteration application form, Application to Sell the Van, etc. Up to 4 Permitted Users can be named. These persons have no rights to the van and cannot sign any documentation on behalf of the Owners / Occupants. They only have permission to access the van without the owners being onsite.
- e) Contact details of each owner should be kept on the Owners profile in our operating system, Newbook, however it is permissible for one Owners to be the primary person of contact. It will be assumed in this case that all correspondence is conveyed to the other Owners in a timely manner. An email address for each Owner (or at least the primary contact) is a requirement as the majority of all correspondence is sent via email through Newbook.

- f) Signed Occupancy Agreements must be received by park administration and counter signed by management prior to the commencement of the agreement period 1 July. Failure to sign and return the Annual Occupancy Agreement will result in a notice of termination and subsequent removal of the van. Commencing this year the new Occupancy Agreement will be emailed to each Owner as an e-Signature document to sign digitally via a link provided.
- g) A copy of a current insurance policy including Public Liability of no less than \$20 million is required to be kept on record at all times. Renewed / new policies with evidence of payment (or a Certificate of Currency from the Insurer) should be forwarded to the Administration Officer in a timely manner. All policy documents must show the following: \$20 Million Public Liability factor, Name of Owner(s), Policy Number, Policy Type, Policy Status, Year, Make and Model of the insured property (as best possible), Location, and Site Number of the insured property, and the Policy dates.
- h) Occupancy fees are to be paid monthly and in advance. Payments must be received by the park so that at all times fees are no less than one month in advance. FOR THE AVOIDANCE OF DOUBT: Monthly fees must be paid on or prior to the first of the month for the upcoming month. (A month's bond is held for each Van Owner until such time the Agreement is ended. This amount will be refunded less any unpaid fees or charges. (\$ amount varies depending when it was paid)).
- i) Payment options include either automatic direct debit from a cheque/savings bank account or credit card on the first day of the month, or by credit card over the phone or online via the Newbook portal. Cash EFTPOS or cheque/money orders are no longer accepted from 1 July. Quarterly, Bi-annual or Annual payments may be permitted by special agreement only with Park Management. Any automatic payments that dishonour will incur a dishonour fee as tabled in Mudgee Gardens Fees and Charges and payment must be made using credit card only.
- j) Owners whose occupancy fees are in arrears (without a \$0.00 balance) will be notified by email and requested to comply with the site occupancy fee schedule immediately. Late payments are subject to late fees as tabled in the Fees and Charges and are accrued daily.
- k) Owners whose occupancy fees are thirty days in arrears (without a fair reason provided) will be notified that failure to pay the current month's outstanding fees (including accrued late fees), and the next month's occupancy fee in full and in advance, will be considered as a Breach of the Occupancy Agreement Terms and Conditions unless remittance is made within the given timeframe. Failure to comply with this request will result in the termination of their annual occupancy agreement, and will be required to remove all goods, including the caravan, annex and associated structures within thirty (30) days and return the site to its natural state (fair wear and tear excluded).
- l) Where there is a history record of continued late payment Owners will be notified and given the opportunity to establish a direct payment plan and will be required to pay by automatic direct debit from a cheque/savings bank account processed on the first day of the month. Failure to keep occupancy fee payments current will result in termination of the annual occupancy agreement.
- m) Owners are responsible for the payment of utility charges which are metered at each site and invoiced quarterly. Currently this includes electricity only. These charges are paid in addition to the site occupancy charges and must be remitted within the given 30 day period. Electricity meters will be read and charged within the final 10 days of the following months: March, June, September and December for the 3 months preceding. Invoices should be paid within 30 days, however if the Owner has agreed to pay the Extras/incidentals/electricity charges automatically, payment will be processed with the upcoming months occupancy fees.
- n) Fees and charges will be adjusted annually and park management will notify owners in advance of annual fees and charges adjustments. Utility charges will be in accordance with the rates prescribed by the Independent Pricing and Regulatory Tribunal (IPART) which are checked prior to each quarter and included in the quarterly Newsletter.
- o) Any additional / incidental charges added to the account by agreement with the park management and van owner, should be paid by the due date (if invoiced) or with the next month's site fees.

- p) In the event an Owner is experiencing financial hardship an application may be made to MUDGEES GARDENS . Successful applicants will be granted a maximum of three months occupancy fee relief by deferring monthly fee payments for this period and agreeing to enter into a repayment plan. Should repayment not be possible the owner will be allowed to sell their van according to the process outlined in Part 8 Sale of Vans below, and all outstanding fees must be settled in accordance with either the repayment plan or upon sale of the van. No Owner shall be granted more than one period of occupancy fee relief during the term of a current occupancy agreement.

**4.2 Breach of Occupancy Agreement Process**

Mudgee Gardens management have a Breach of Occupancy Agreement process, which is implemented when a Holiday Van Owner has breached their Agreement with us during the Term of the Agreement (excluding Failure to pay occupancy fees – refer to 4.1 clauses j to l).

- a) In the first instance where a Breach has occurred and been identified, the Park Manager (or Administration Officer on behalf of the Park Manager), will contact the Holiday Van Owner (HVO) and have either a face to face, or a personal phone conversation, outlining the Breach, and mutually agreeing on a solution to rectify the Breach in an agreed timeframe of no less than 14 days. A follow up email will be sent clarifying the matter discussed. This will be considered the start of the official Breach process.
- b) If rectification has not been forthcoming within the given timeframe, a second official Breach Notice will be emailed from Park Management reiterating the original agreement and timeframe given. A further period of 30 days will be given to rectify the issue.
- c) If instructions are still not followed, a further 30 day notice will be issued by the Holiday Park Section Management.
- d) If compliance has not been forthcoming, the Occupancy Agreement will be legally terminated with immediate effect, and vacant possession of the site within 14 days will be sought. The Holiday Van Owner will be instructed to remove all goods, including the caravan, annex and associated structures and return the site back to a natural state (fair wear and tear accepted)
- e) If the site appears to have been abandoned, the process as noted in the *Holiday Parks Act 2002, Part 8 Abandoned sites and goods* will be implemented.

**4.3 The Site**

**Office Operating hours**

Monday through Friday..... 0700hrs to 1900hrs  
 Saturday.....0700hrs to 1800hrs  
 Sunday.....0800hrs to 1500hrs

**After hours ring the bell on side of office wall for the 24hr caretaker.**

The caravan and associated structures (including paved/concreted areas, awnings, etc.) must be so located so that it is:

- a) Set back by 3.0 metres from any park boundary;
- b) Set back by 1.0 metre from any access road;
- c) Not installed closer than 2.5 metres to any other Holiday Van, moveable dwelling or fixed annex, awning or associated structure;
- d) The enclosed floor area of all annexes and additions that are attached to a caravan must not exceed the enclosed floor area of the caravan. The definition of 'enclosed' for this purpose means any structure that precludes free access.
- e) An area with minimum dimensions of 5.5 metres by 2.4 metres, accessible from an access road and useable for vehicle parking, must be provided.
- f) The caravan, annex and any associated structures as described in Section 4.2 (d), above, are

to be no more than 66% area usage of the total dwelling site area and should be installed / constructed to be completely within the site boundaries.

- g) Driveways are not permitted. Limited paving/decking is permitted with the written approval of the park manager. Concreted areas are not permitted. Paving/decking should be kept in good condition at all times with loose, and/or uneven pavers/boards re-laid to avoid trip hazards.
- h) No boundary fencing including lattice structures or the like is permitted. Privacy screens at the end of awning area may be permitted – at manager’s discretion, and by application only.

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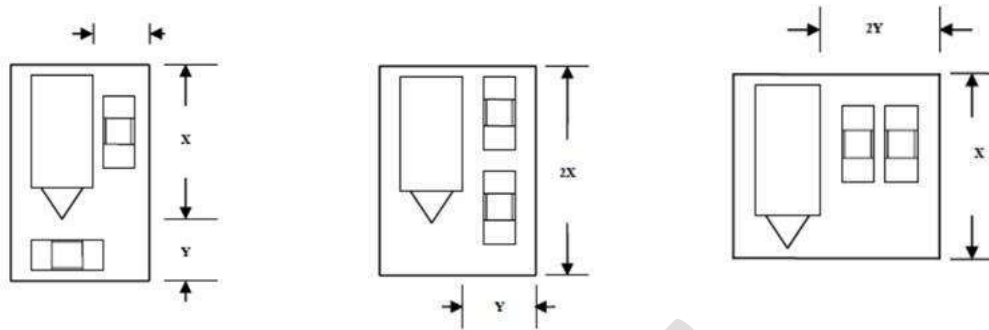
- i) Any alterations, renovations, additions, etc. to the site, van and associated structures must undergo an assessment via a Site Alteration and Additions Application form by the Holiday Park management & admin team. Management reserve the right to refuse applications if they do not comply with current regulations, legislation or the S.O.P. or are not in keeping with the overall aesthetic look of the park. Any alterations, etc. made without prior permission through the application & assessment process may be required to be removed. Evidence will be requested if management believe there to be an unauthorised alteration.

The Park Manager shall establish the boundaries of the site, if not readily identified, on request. Ongoing annual compliance audits / site inspections will be conducted to determine compliance with the current and relevant regulations and policies. Holiday Van Owners will be notified in advance of the inspection schedule. After the audit / inspection has been completed, a report will be prepared and sent via email from the Administration Officer on behalf of the Park Manager. A timeframe will be given to rectify any non-compliance items. Photo evidence must be supplied, after which the Holiday Park Management Team will revisit the site and sign off rectified issues as complete. Please note: Park Management are aware that some holiday vans do not comply with current legislation for reasons that are historical. These issues will be noted on the report with no rectification required at this point in time. The photo database established in 2018 will be our initial point of reference.

#### **4.4 Parking**

- a) The majority of sites accommodate one vehicle only and must be parked within the confines of the designated site boundaries.
- b) There are a limited number of approved sites where two vehicles can be accommodated. These sites have been authorised historically and have been noted in the occupancy agreement. However, during Site Inspections conducted during the term of the 2020-2021 Occupancy Agreement, if a site is identified as **not** having sufficient space for a second vehicle (refer to Section 4.2 Clause (f)) the additional space will be revoked permanently and the HVO notified by email.
- c) A 'vehicle' is regarded as one car, OR one boat and trailer, OR one jet ski or similar and trailer, OR one trailer.
- d) Additional vehicles must be parked outside the Holiday Park grounds. Designated visitor parking spaces are required for short duration parking and cannot be utilised for additional car parking by HVO during a stay. Parking on spare tourist or communal use sites, or other unoccupied HV sites is NOT PERMITTED and will be considered a Breach of Agreement.
- e) MUDGEES GARDENS accepts no responsibility for the security of any vehicles parked inside or outside of the Holiday Park.
- f) The layouts depicted below are typical representations of holiday van sites allowing two vehicles, although some site layouts vary. The general principle is that a parking space is represented by the following dimensions; - length X = 5.5m and width Y = 2.4m with a maximum of two vehicles permitted per site.
- g) All site dimensions within the park are measured so that documented records exist. The annual holiday van agreement is signed by MUDGEES GARDENS and the van owner, this document confirms the site size & current parking space allocation specific for the site.
- h) For sites that do not provide sufficient space to achieve these dimensions, variations up to 100mm will be considered on a merit basis representing the absolute minimums of X = 5.4m & Y = 2.3m.
- i) Individual requests for further concession to the minimum standard for parking space allocation will be considered if there is sufficient medical justification to warrant a review. The request must be in writing and have supporting medical documentation to justify the reason for the exemption request. An assessment of the supporting information and the actual site will be undertaken by the park management to determine the merits of a specific use variation.





#### 4.5 Boats and Trailers

- A boat on its trailer is considered one vehicle for the purpose of parking as above. Boats and trailers must be parked totally within the confines of the designated site and not encroach onto adjoining sites or cause a nuisance to other park patrons. Any boat or trailer must be firmly parked in a stable position, registered and not in a state of disrepair.
- Storage of boat and trailers, or any other vehicle (registered or unregistered) during any period when the site is unoccupied is not permitted.
- No responsibility will be accepted by MUDGEES GARDENS for damage, theft or any other costs whatsoever.
- The storage of fuel in containers other than the boat's fuel tank is not permitted under any circumstances.
- The washing of boats and boat motors must be undertaken in the wash bay provided by the Park, and consideration of water usage be observed and kept to a minimum.

#### 4.6 Minimum Maintenance Required

Owners are expected to maintain their van, annex, associated structures and site to the following minimum standards:

- Caravans are to be registrable as a trailer under the *Road Transport (Vehicle Registration) Regulation 2017*,
- Caravans are to be maintained with an approved colour scheme agreed by MUDGEES GARDENS management. Approved colour schemes follow the Colorbond Steel Classic & fencing colours: **White, Classic Cream, Woodland Grey, Bushland, Surf Mist, Dune, Deep Ocean, and Ironstone**. Any areas of flaking paint/paint chips are to be repaired as soon as practicable.
- Annexes are to be of a sympathetic colour/colour scheme to the caravan.
- Caravans, annexes, and any associated structures should be maintained and kept in good repair at all times
- Skirting around the caravan base is a requirement and is to be kept in good repair and made of weather-proofed materials, in a colour scheme sympathetic to caravan/annex. It is advisable to allow sufficient airflow to circulate under the van by use of vents or slatted materials for instance.
- Any mould and/or algae is to be removed. This includes from the roof of the caravan and the top and underside of tropical roofs, and eaves of roofs.

- g) The roof and any gutters must be maintained by the HVO to ensure a build-up of combustible materials does not occur.
- h) Windows and doors, including rubber weather seals, flyscreens etc., to be in working order, without rust, holes, cracks or signs of deterioration.
- i) Screens, blinds and awnings (fixed, retractable, etc.), made from plastic (clear), shade cloth, flyscreen, canvas, and so forth are to be kept in good repair and working order at all times.
- j) There is to be no clutter around the caravan when it is not occupied. This includes but is not limited to: light-weight outdoor furniture, plastic items (bins, etc.) building materials, bikes, surf/body boards, surf skis, hoses. Storage of items beneath the caravan must be in such a manner as to not be seen from outside the site.
- k) Storage boxes outside of the van are subject to approval by MUDGEE GARDENS management, and are to be kept clean and in good order.
- l) Washing Machines, fridge/freezers are not permitted to be kept outside. Where installed inside the van / annex the grey water from the washing machine must drain into the sewer/sullage pit only. Grey water must not be allowed to drain onto the grass, site, or road.
- m) Fold down or retractable washing lines are permitted only, however conditions apply. Installation is subject to the Site Alteration and Addition process. WASHING LINES MUST BE COLLAPSED WHEN NOT IN USE.
- n) Cold water outdoor showers only may be permitted to be installed subject to the Site Alteration process being followed. Hot water outdoor showers, and shower cubicles are strictly prohibited.
- o) Air conditioners with a maximum size of 3.5kW can only be installed if approved by Park Management via the Site Alteration and Additions process.
- p) Larger items, such as but not limited to: outdoor furniture that will not blow around in windy conditions, weighted umbrella stands, pot plants, BBQ's, etc. are permitted to stay outside providing they are stored neatly and kept tidy. Gas or Electric BBQ's must be kept clean & free of visible rust. BBQ covers should be removed / replaced when damaged. Wood fire/coal/etc. are not permitted.
- q) Gardens and garden beds are permitted when a Site Alteration & Addition application has been submitted for assessment and subsequently approved. They must not encroach on designated parking spaces, and must be maintained weed-free or as near as practical. Any weeds or pruning from the garden must be disposed of appropriately in the general waste bins provided on the park, or taken to the Salamander Waste Depot on free green waste day (every 4<sup>th</sup> Sunday of the month). Owners are asked to be mindful and take appropriate care in the planting and maintaining of gardens. Native and non- noxious plants are permitted. Inappropriate disposal of plant material is strictly prohibited. Roadside Hedges or plants that grow to impede a clear view for road users are required to be kept pruned to a maximum of 1 metre.
- r) All Holiday Vans must be fitted with an appropriate dry chemical extinguisher of minimum 1kg capacity in a readily accessible position in the case of fire, and a smoke alarm and fire blanket. Owners and their guests must ensure they have sufficient knowledge of any fire equipment to ensure they react appropriately in an emergency situation. It is the van owners responsibility to ensure these items are kept in good working order, with batteries changed at least twice (and no less than once) per year.
- s) Any smoke detectors that are heard to be beeping inside a van disturbing other guests and visitors, will result in the van owner being contacted requesting the issue be rectified within a reasonable timeframe (no more than 24 hours). If rectification does not occur within this timeframe, or we are unable to contact the van owner (or any given emergency contact for that site) or gain access to the van using a spare key, will result in park management having to engage a locksmith to gain access into the van to resolve the issue. All costs incurred will be passed onto to the van owner. If any reasonable noise complaint is received during the night with this regard, a call out fee of \$150 will be charged to the van owner for attendance to the Park. If we do not have a spare key onsite to access the van we will have to access the van

by other means. Any damage caused or costs involved in this process is at the van owners cost to repair, replace or repay.

- t) Any general household waste item/material that cannot fit into a 20ltr drum/bucket cannot be placed in the Holiday Parks' waste bins. Furniture, whitegoods, building materials, bikes, BBQs, gas bottles and furnishings must be removed from the park by the Holiday Van owner. The waste disposal area of the park is not to be used by van owners as an area to dump unwanted goods. These areas will be under CCTV surveillance and where an owner fails to comply with this regulation MUDGEES GARDENS management reserves the right to on-charge the applicable and associated costs of disposal fees and considers this a breach of their agreement, reserving the right to follow the Breach of Agreement process.
- u) The owner will support the orderly development, aesthetic attributes, amenity and general safety of MUDGEES GARDENS .
- v) The occupant will not attach any fixture, or renovate, replace, alter or add to the caravan, annex & associated structures or the site without the park managers' prior written permission through submission of a Site Addition / Alteration / Maintenance Application.
- w) If the occupant's caravan is required to be removed from its site, all associated structures and additions must be removed leaving the site in its natural state, including pavers, gardens, concrete, etc.

#### **4.7 Tropical Roofs**

- a) All tropical roofs previously approved under the past standard can be maintained providing they are inspected by a structural engineer or qualified assessor.
- b) A Structural Engineers or qualified assessors report must be supplied to the Park Manager within fourteen (14) days of receiving a request for proof of compliance.
- c) Should a tropical roof fail to meet the structural requirements after inspection by a Structural Engineer the holiday van owner will be required to remove the structure. A timeframe for removal will be negotiated based on risk factors identified in the structural assessment.
- d) In the event a Holiday Van owner intends to sell their van and the tropical roof on the van has not been authorised via the Site Alteration & Addition application process or is in a state of disrepair, the non-compliant tropical roof must be removed from the van or made compliant prior to any sale proceeding.
- e) A tropical roof design and specification has been adopted by MUDGEES GARDENS and is the current design across all MUDGEES GARDENS for any new tropical roof installation. The development and application of this standard provides certainty that the structural design and installation of tropical roofs is compliant with applicable design wind loadings specified in the Regulations. The purpose of this standard is to ensure the safety of all park users, whilst providing van owners with an option for weather protection. However alternative designs will be considered if compliant with current regulations and standards.
- f) Standard drawings have been prepared and will be provided with an application or on request.
- g) The standard design is only permitted to cover the van and not the adjoining annex (except for the design eave overhang)
- h) The standard allows for a choice of fire retardant sandwich style roof materials: 1200 wide x 50mm "Unipanel" or 1000 wide x 50mm "Metroll Solarspan", however alternative products will be considered providing they are of similar or superior standard.
- i) The roof material colour is to be from the PSC approved Colorbond range. Posts and beams may be coloured or left galvanised.
- j) All associated steelwork and welding is to be hot dipped galvanised or appropriate for the weather conditions of this area
- k) The installation and compliance requirements provide for an inspection timeframe by a certified Structural Engineer: This will occur on completion of construction and one year after construction and then every five years.

- l) The Holiday Van Owner is required to complete a Site Addition & Alteration Application for approval by the Park Manager prior to any work commencing. The application will not be considered unless a Structural Engineers report is attached. Timeframe for any works to be carried out has to be in consultation with the Administration Officer / Park Manager.
- m) Installation must be carried out by a licensed / qualified Contractor and according to the suppliers / our specifications. The licensed / qualified Contractor is required to complete a Park Site Induction process prior to work being carried out on site.
- n) On completion of work the licensed / qualified Contractor or Structural Engineer is to certify the structure in the form of a compliance plate. The Park Manager must be provided with a notice of completion within (7) seven days of completion.
- o) All tropical roofs will be visually inspected during the annual site audit / inspections for signs of rust and / or disrepair.

#### **4.8 Water and Sewerage**

Access to a sewer main is not available to all sites. Where sewer is not available no toilets will be permitted. Where no sewer is available grey water (including from showers, sinks and washing machines) must drain to a sullage pit provided for the purpose. Installation and maintenance of sullage pits is at the Owner's expense by a licensed plumber. Specs will be provided on receipt of a Site Alteration & Addition application.

Water supply is provided via a tap external to the site. Hoses and fittings are to be supplied at the Owner's expense.

All Holiday Vans and associated structures shall connect to the site water supply (and sewerage inlet where applicable) such that all pipes and fittings that relate to water supply, sewerage or stormwater drainage are installed in accordance with the Plumbing and Drainage Code (AS 3500).

#### **4.9 Gas and Electrical Installations, Alterations and Supply Connection**

All electrical wiring, installations and alterations that may be carried out within a caravan must comply with the requirements of AS/NZS 3000:2007, Electrical installations (known as the Australian/New Zealand Wiring Rules)

All owners must comply with AS/NZS 3001:2008 Electrical installations—Transportable structures and vehicles including their site supplies, Section 5 – Connections to the Site Supply.

- a) All electrical installations in transportable structures should be inspected annually by a qualified person to ensure their safe and effective operation.
- b) The power supply lead is to be tested and tagged annually by a licensed / qualified person and in accordance with the AS/NZS 3760:2010 using an appliance and lead testing device, and visually and manually inspecting the lead. The tag should be legible & attached just below the plug in the powerhead. It is to remain on the lead at all times. Leads without legible tags will be considered as non-compliant. A copy of the log book entry or a Certificate of Compliance should be forwarded to the Administration Officer within 7 days of the due test date, or within fourteen (14) days of a request for evidence of compliance.
- c) Commencing 1 July 2020 all Van Owners who Opt Out of PSC's scheduled power lead testing for 2021, must engage a qualified electrical contractor to conduct the test in accordance with the AS/NZS 3760:2010 including points (d) to (l) below.
- d) Only one power supply lead shall be connected to each socket-outlet of the site supply. This is to be a double-insulated UV Rated 15 amp lead and suitable for external use.
- e) The minimum length of a lead should be not less than 10 metres and should be in one unbroken length and should be able to be disconnected at the power source and the van/annex.

- f) If the lead is purchased whole, the plug/socket ends are moulded to the lead and can be opaque in colour, however if the plug/sockets ends are removable they must be transparent/clear so correct wiring can be observed.
- g) As the complete power supply lead must be available for a visual and manual inspection, it therefore cannot be situated underground, under the van, over the van or be encased in conduit, flexi-hose or similar. Specific tracking such as 'AussieDuct' (where the cover can be removed) is permissible.
- h) Leads exhibiting faded insulation, or wear on the insulation, are required to be replaced by the Van Owner as soon as reasonably practicable.
- i) The supply of electricity for use in individual transportable structures or vehicles should not be obtained from a socket-outlet inside another transportable structure or vehicle or by the use of socket-outlet adaptors (double adaptors).
- j) Where a supply lead is tightly coiled on or in a reel, drum, storage box or similar, the lead should not be connected to the site supply. If there is excess lead, it may be loosely coiled and attached/kept out of the way but still completely accessible for inspection.
- k) The male inlet (including the weather flap) at the van or annex must be intact and operational and not be damaged in any way and should be visually checked regularly and at the time of annual test & tagging.
- l) Residual Current Devices (RCD) used for the protection of transportable structures should be tested by operating the push button on the RCD to check that the device trips. After tripping, the RCD should be reset. If the RCD fails to trip, this failure should be reported to the caravan park manager. These are also tested annually by PSC electrical contractors.
- m) All socket-outlets are individually metered. The meters will be read on a quarterly basis and owners will be invoiced by MUDGEE GARDENS for their use of electricity. The van Owner is also required to pay a Daily Supply charge and a quarterly meter read fee. Usage charges and Daily Supply charge is researched each quarter to ensure an average fixed rate is charged. Mudgee Gardensmanagement have elected to only charge the Daily Usage fee for 180 days, and not 365 days for which they are entitled to charge.
- n) Owners are required to use the socket outlet allocated to their site, supply leads connected to outlets not designated to their site will be considered a failure to comply with this regulation. In this case it is deemed a breach of the Occupancy Agreement & MUDGEE GARDENS management reserves the right to commence the Breach of Agreement process.
- o) Power leads must be disconnected from the power source at the end of each stay to comply with the Terms and Conditions of the Occupancy Agreement.
- p) Every electrical item turned on in your van is drawing power from the one outlet only. Be mindful of how many items are being used at any one time. Items with a heating element can use more power than items without an element. Drawing too much power can cause the powerhead to shut down at the Sub Distribution Board. Air-conditioners, freezers, hot water systems and heaters all add an additional strain to the Parks power supply. Consider purchasing items with a high "Star Rating".
- q) Any gas installations and alterations must be approved by Park Management via the Site Alterations & Additions process, and must comply with the requirements of Storage & Handling of Gas (AS/NZS 1596) and the Gas Installation Code (AG601).

#### **4.10 Standards of Behaviour**

Owners of Holiday Vans and their guests are expected to abide by the park rules of behaviour as established for all guests of MUDGEE GARDENS , as follows:

- a) Holiday Van Owners (HVO) and their guests are required to follow any reasonable direction given by Park staff or security during their stay within the Holiday Park.
- b) Observe speed limits. For the safety of all HVO / guests, limit your speed to maximum 8km/h (walking speed) at all times when both driving and riding pushbikes/scooters/skateboards/etc.

The park is a shared zone which requires vehicles to give way to pedestrians. Motorists are requested to remain alert to the movement of pedestrians and cyclists within the Park.

- c) Drunkenness, offensive, aggressive or threatening behaviour or wilful damage to park or guest property will not be tolerated under any circumstances. Persons displaying this type of conduct will be removed from the park.
- d) No excessive noise at all times. HVO / Guests are required to keep noise to reasonable levels, please ensure your televisions and radios are kept at a volume that will not disturb your neighbours. Excessive noise will not be tolerated under any circumstances. All noise of a disruptive nature is to cease by 10.00pm.
- e) Security Gates are in operation. HVO / Guests arriving outside reception hours must arrange prior entry. Use of your access number for another vehicle will prevent your own access.
- f) HVO / Guests are responsible for the conduct of their visitors and a fee is applicable for day visitors or overnight stays. Visitor's cars must be left outside the park.
- g) Boats & jet skis are only to be washed in designated zone (please check with reception). All current water restrictions must be observed.
- h) Mats/carpets are not permitted to cover grass on sites. If cover is required only shade cloth is permitted. Tents, swags, etc. are not permitted to be erected on Holiday Van Sites. **Paddling pools are banned.** Gazebos are permitted to be erected within the confines of your site, but must be removed when not staying onsite. If erected in the allocated parking space the vehicles must be parked outside the park boundaries.
- i) Scooters, bicycles, skateboards and roller blades, etc. must be used on roadways only and not on the pathways. Licenses are in use at all our properties and can be obtained from the Park reception. Every rider should have a license displayed on their 'ride' or helmet at all times. The management of the park is not responsible for any accident or injury caused whilst riding or skating in the park. All activities of this nature must cease when street lights are activated and not commence until 8am. No riding in or around the boom gate area. The roads inside the Park are considered to be public roads therefore normal NSW Road Rules apply. Helmets must be worn at ALL times by all riders. **Motorised / electric bikes, scooters, skateboards & eskies are PROHIBITED & NOT PERMITTED AT ANY TIME within Park grounds.**
- j) Amenities are not to be used by children under the age of eight (8) years unless accompanied by an adult. Amenity access codes can be obtained from reception (excluding Fingal Bay Holiday Park).
- k) HVO / Guests are not permitted to dig trenches around sites.
- l) Fish cleaning is not permitted within the park.
- m) Do not empty sink waste water into the storm water drains.
- n) Open flames or any kind of Fire/fire pits/chimeneas/etc. are not permitted within the park.
- o) Only gas and electric barbeques are permitted – no wood fires or other fuel permitted.
- p) The playground is closed from 9pm to 9am (times may vary slightly). The playground is for use of children under the age of twelve (12). Children must be supervised at all times.
- q) All garbage is to be placed in the bins provided. Large domestic waste items are not to be disposed of within the park premises. These items are to be disposed by and at the expense of the owner. Security cameras have been installed at each Waste Station. Any person identified illegally dumping goods will be considered as breaching their agreement and will be dealt with accordingly. Any costs incurred with removing items will be on-charged to the offender. The Recycling Centre is also available to take items to. Urban Foraging is PROHIBITED.
- r) No Responsibility is taken by MUDGEE GARDENS or its representatives for personal injury damage or loss of property.
- s) Guests are responsible to secure their belongings at all times. No responsibility is taken by MUDGEE GARDENS for damage to or loss of property.

- t) Pool Rules must be observed. Children under the age of twelve (12) MUST be accompanied by an adult.
- u) Non-emergency call outs due to failure to follow Park standards of behaviour may incur a Non-Emergency fee of \$150.00.

#### **4.11 Pets**

- a) MUDGEE GARDENS are located in areas of high environmental sensitivity. No more than 2 registered dogs or 2 caged birds per booking are permitted in the Park at Managers Discretion. Registered Assistance animals are the exception. Documentation must be provided prior to your arrival.
- b) NO PETS are allowed in the park **during designated NSW holiday periods**, including the weekends before and after school holiday weeks, and weekends before and after gazetted public holidays. The only exception is the July (Winter) School holidays, and the June Long Weekend is at Managers discretion.
- c) Dog registrations have been introduced at the Holiday Parks. Holiday Van Owners are required to register their pets with the Admin Officer and provide details & a photo.
- d) Dogs being walked or otherwise moving about the park with their owner must be on a lead at all times.
- e) Dogs must not be left unattended at any time anywhere in the park.
- f) When located on a site dogs must be restrained in such a manner as to not be able to cross the boundary of that site.
- g) Owners must collect and dispose of the animal's faeces in an appropriate manner. Bags are provided – please see reception for the location of the bags.
- h) Persistent barking/noise will not be tolerated. Owners of noisy birds or dogs that bark excessively or cause a nuisance or disturbance to guests will be required to remove the bird/dog from the park for the duration of their stay.
- i) Biting or threatening behaviour will not be tolerated. Owners of animals that have bitten or in any other manner intimidated a person will be required to vacate the park. Park Management reserves the right to contact the appropriate Authorities.
- j) No restricted dog breed will be allowed at any time. Determination of the presence of these breeds is at the discretion of the park manager. Please refer to the information on [olg.nsw.gov.au](http://olg.nsw.gov.au)
- k) Registered Guide dogs and trained assistance animals (by an accredited trainer) will be allowed at any time upon application. Evidence of the formal status of the animal and the requirement for assistance will be required at the time of application.
- l) Companion or therapy animals are not classified as registered/accredited assistance animals and therefore do not have the same rights as such. Therefore in this case, Clause (b) stands.

#### **4.12 Emergency Procedures**

All persons occupying sites at MUDGEE GARDENS must comply with the parks safety and emergency procedures. All residents and guests must be familiar with the current Emergency Evacuation Procedures of the park.

Safety Rules have been distributed to all HVO, and can also be found on the Holiday Van Owner webpage: <https://>

#### **4.13 Safety and Public Liability Insurance**

- a) All persons who can affect health and safety on MUDGEE GARDENS carry a duty of care to ensure the safety of themselves and others on the park. The installation and maintenance of Holiday Vans upon short term sites must be such as to minimise any risk of

injury to other persons or property.

- b) The occupant will forthwith take out and thereafter during the continuation of their Occupation Agreement keep current and in the name of the occupant, a Public Risk insurance policy in an amount of not less than twenty million dollars (\$20,000,000). The owner(s) must provide MUDGEE GARDENS management / Administration Officer with a copy of the Public Liability Insurance Policy and proof of currency at the time when the policy has been renewed. A copy of the current policy and proof of payment (or Certificate of Currency) must be kept on file at all times.

#### **4.14 Non Compliance**

- a) For any site that does not comply with any of the requirements as identified in the annual Site Inspections and issues rectified within the given timeframe, the owners will not have their occupancy agreement renewed, and must remove all goods including the caravan, annex and any associated structures (including paving, concrete, etc.) and return the site to a natural state within thirty (30) days of this date.
- b) Should these goods not be removed for a further 30 days thereafter MUDGEE GARDENS will in accordance with Part 7 of the [Holiday Parks \(Long-term Casual Occupation\) Act 2002 No 88](#) obtain orders from the NSW Consumer, Trade and Tenancy Tribunal allowing for Mudgee Gardens to repossess and dispose of these goods.

## **5 Park Improvements & Development**

Mudgee Gardens as land owner will undertake its responsibilities for the management and development of the parks in accordance with the relevant approved Plans of Management. The proposed improvements and development impacting holiday van owners will be communicated via agreed communication strategies including newsletters, direct email and consultative committees. Holiday vans located in the precincts identified for future improvement or development will be provided with notice in accordance with the terms of their occupancy agreement. The staged reduction of holiday vans as outlined in the Plans of Management will provide opportunities to improve the sustainability of the park through the creation of quality recreational facilities, providing greater public access, changing products to meet tourism demand and optimising financial return from investment.

## **6 Operational Decisions**

Mudgee Gardens in its capacity as park manager/operator will employ consultation and continuous improvement processes to achieve operational objectives and compliance with Mudgee Gardens Policy and Government regulations. Operational decisions that impact holiday van sites will take into account any available opportunities to relocate vans to alternative sites within designated holiday van precincts defined within the approved current Plans of Management. Typical operational decisions that could impact sites included those relating to the upgrade and modification of utilities, improvements and changes to roads, paths, drainage systems and access points. Changes considered necessary by park management for safety, security, expansion or relocation of services and facilities and the placement of temporary buildings or structures.

## **7 Precincts**

Mudgee Gardens have defined precincts including camping, tourist van/motor home, and holiday van sites. The Plans of Management identify changes to the structure of precincts over time which will further define and enhance the various site uses. It is the intention of MUDGEE GARDENS management that sites for Holiday Vans shall be established in identified precincts. Management reserves the right to request Holiday Van owners to relocate to a different site within the park if available, for the purpose of maintaining identifiable precincts by accommodation type. Sites may be reclaimed for the purpose of installing an alternate accommodation type, installing or increasing recreational facilities, for the provision of infrastructure such as roads or the installation of essential services, for landscaping, beautification, or to further identify a precinct.



## 8 Sale of Vans

### 8.1 *Sale of vans and associated structures in areas identified for Development*

- a) Development includes changes proposed within the Plans of Management, and operational changes notified to Owners.
- b) At any time an Owner is permitted to sell their van and associated structures on the condition it is removed from the site. At the time of sale the van and associated structures must be removed and the site returned to its natural state within thirty (30) days. No occupancy agreement will be issued on that site. The site is no longer available as a Holiday Van site.
- c) The Owner will be required to pay occupancy fees up until the day the site is returned to its natural state, as approved and agreed to by Mudjee Gardens management.
- d) Note that where the assets have been sold to an existing holiday van Owner, and the new Owner incorporates or replaces their previous van and/or structures with newly acquired assets, then the new configuration is required to comply with the conditions provided for in this document. Any non-compliant feature or structure must be removed from the park within sixty (60) days.
- e) Van Owners in development areas will be eligible to participate in Van Sales periods as long as they are not affected by development plans during the next Holiday Van Agreement period and that a full year agreement will be available for the new owner.

### 8.2 *Sale of vans and assets on sites not impacted by development*

- a) Mudjee Garden Management, in its discretion, will notify Owners of specific periods of each year where an Owner is permitted to sell their van and associated structures on site ("**Van Sale Periods**"). During a Van Sale Period as advised the Owner is permitted to sell their asset(s) in circumstances where the asset will remain on site. At all times during the year an Owner may sell their van and associated structures on the condition it is removed from the site. However, Owners may only sell in circumstances where the assets will remain on site during Van Sale Periods and in accordance with the following process.
- b) MUDGEE GARDENS will notify Owners in writing at least one month before the commencement of a Van Sale Period.
- c) At least 2 weeks prior to the commencement of the Van Sale Period Owners must notify MUDGEE GARDENS if they wish to sell their assets on site. An Application for the Sale of Holiday Van must be completed and returned to the Administration Officer.
- d) During any Van Sale Period, Owners must first offer to sell their asset(s) to existing holders of current occupancy agreements ("Internal Interested Parties"). Internal Interested Parties will have an exclusive negotiation period of 2 weeks to negotiate the purchase of the assets from the selling Owner. After the expiry of the 2 week negotiation period and during the Van Sale Period, the selling Owner may sell their assets to a third party on no better terms and price than that offered to Internal Interested Parties. \*\* Where no Holiday Van sites are to be impacted by PoM or development within the next 12 month Occupancy term, the internal sale period may be revoked.

- e) During the Van Sale Period MUDGEES GARDENS Management will engage the services of a Registered Plant and Machinery Valuer to determine the Market Value of the assets being sold by the Owner, being the Van and associated structures, exclusive of the site (land component). This Value as assigned will be acknowledged in writing by the Purchaser of the van as the Market Value of the Assets and this acknowledgement will form an addendum to the Purchaser's current Annual Holiday Van Occupancy Agreement and any Occupancy Agreement entered into by the Purchaser.
- f) The current Owner must provide potential Purchaser with all relevant information regarding the van, including but not limited to, the independent Valuation of the van and the Site Inspection & Compliance report. They should also make full disclosure of any known damage or structural issues which could affect the sale price. Park management reserve the rights to deny a sale if they believe the van being sold is not safe. [There may be provision to replace the unsafe van after the sale, however this would be by application only.]
- g) The Purchaser (new owner) upon acquiring assets (bought as is) will be responsible for attending to any outstanding compliance or other matters within sixty (60) days.
- h) The following rules apply to sale of vans and associated assets under this clause. The Vendor and the Purchaser must acknowledge by the return of a completed form provided by the Admin Officer:
  - i. that the sale is for the assets which are located upon the site and that no proportion of the agreed sale price is attributed to the site component (land).
  - ii. that MUDGEES GARDENS 's consent to the sale does not waive or vary MUDGEES GARDENS 's rights under the Occupancy Agreement.
  - iii. The Purchaser acknowledges it must enter into the Annual Holiday Van Occupancy Agreement or accept an assignment of the vendor's Occupancy Agreement notwithstanding the price paid for the assets.

It is noted that the parties to sale of assets on site are not precluded from negotiating a sale at a higher price than the Valuation as assigned as set out above. However if the purchaser pays a higher price than the valuation it does so at their own risk and cost.

## **9 Adding and removing names from holiday van agreements**

Van Owners will also have the ability to add or remove names from their van Occupancy Agreement under certain circumstances. To ensure this is not a circumvention of the sales process outlined above this will only be permitted in the following circumstances:

- Where the name being added or deleted is an immediate family member being a child, parent, sibling or grandparent. This family relationship can be through adoption or re-marriage; and
- Where the vehicle or other assets on site remain in the ownership of the primary party noted on the contract;
- Where the Van Owner confirms in writing to Mudgee Gardens that no consideration is paid for the addition or removal of names from the Van Occupancy Agreement; and
- In such other circumstances as Mudgee Gardens determines, in its discretion.

For the avoidance of doubt, Mudgee Gardens may agree in writing for names to be added and removed from Occupancy Agreements in circumstances where it does not involve an immediate family member (however this is a matter for Mudgee Gardens in its absolute discretion). Mudgee Gardens does not want the van sale process to be circumvented by the addition and removal of names and will not allow the addition or removal of names where it suspects that the party is trying to circumvent the van sales process.

## **10 Communication/Consultation**

A MUDGEES GARDENS Holiday Van Consultative Committee shall be established to provide advice and support to management in the development and improvement changes identified in the Plans of Management, and to further facilitate ongoing communication from MUDGEES GARDENS to owners. The Committee will consist of 5 Park Management representatives and 5 Holiday Van Owners elected by ballot from amongst current Owners, and include at least one representative from each park. Voting is limited to one vote per holiday van site.

Park Management will provide information to Holiday Van Owners through the following distribution methods including but not limited to: newsletters, email, mail, by public notice displayed in the Mudgee Gardens webpage:

Acceptable forms of communication from Holiday Van Owners to Park Management include in person, by telephone, email, and mail.

## **11 Resolution of Disputes**

- a) In the first instance an Owner wishing to dispute the intent or application of these guidelines should approach the park manager in an effort to resolve the dispute informally. Mudgee Gardens current Complaints Handling Policy can be found on their website:
- b) If the Owner is not comfortable raising the matter with the park manager, or is dissatisfied with the response they have received, the Owner should contact Holiday Park Section Manager in effort to resolve the dispute informally.
- c) If this has not resolved the issue the Owner is encouraged to detail the nature of their dispute in writing to the General Manager Mudgee Gardens.
- d) Mudgee Gardens would follow the process outlined by the Alternative Dispute Resolution Policy. The current Alternative Dispute Resolution Policy can be found on their website:
- e) The policy allows for various approaches to resolution of the dispute including mediation, negotiation, facilitation and neutral evaluation.
- f) If a resolution to the dispute is not obtained it will escalate to the NSW Consumer, Trade and Tenancy Tribunal for a formal ruling.