



# POLICIES / TERMS & CONDITIONS





# YOUR SAFETY COUNTS

AT JERUSALEM CREEK MARINA & HOLIDAY PARK



## THANK YOU

Jerusalem Creek Marina & Holiday Park thank you for downloading our 'Policies / Terms & Conditions' eBook. It is out of your greatness you read through thoroughly to ensure you make this marina and caravan park as safe as possible. Remember, this is not only **your** home away from home, but somebody else's too!

If you have any questions;  
email: [info@jerusalemcreek.com.au](mailto:info@jerusalemcreek.com.au)  
phone: 03 5774 2585

## WHY US?

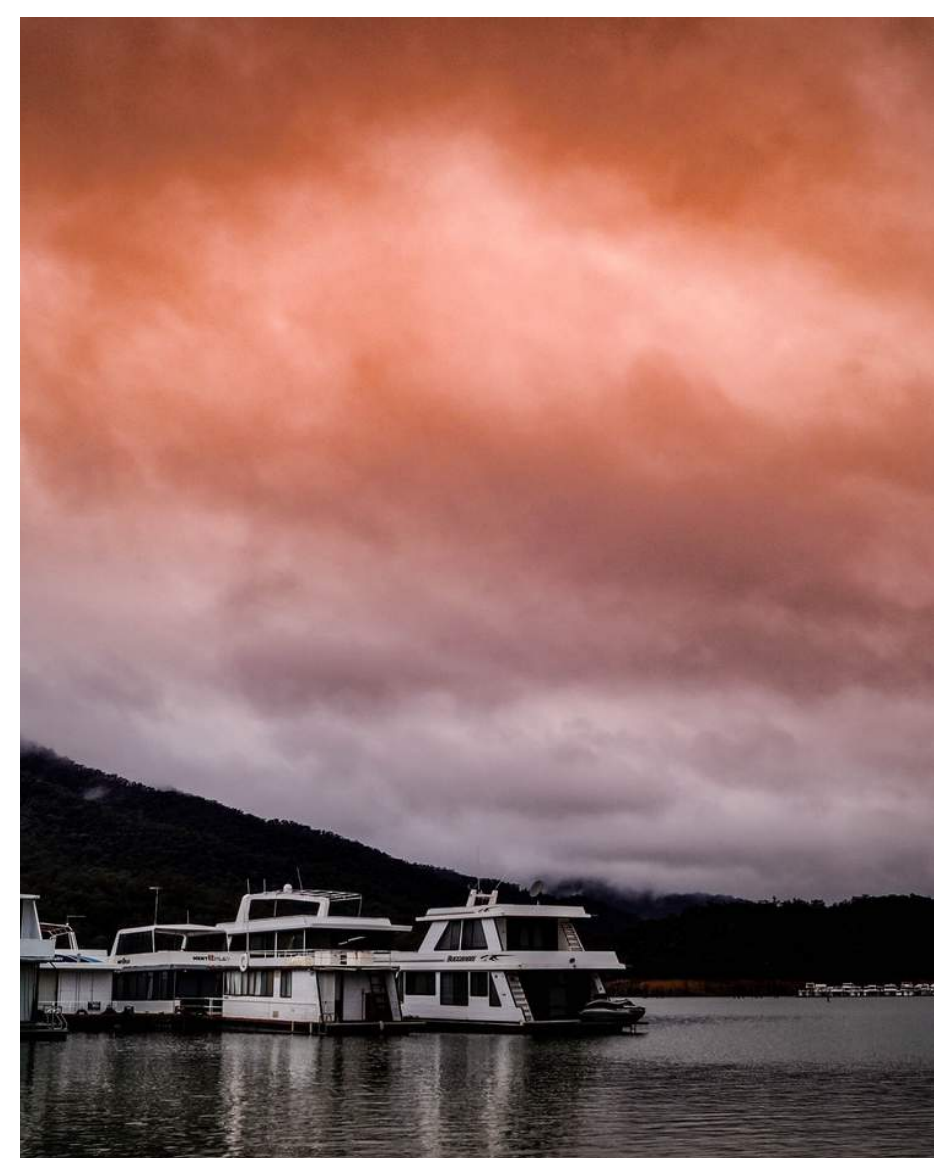
Jerusalem Creek Marina & Holiday Park is a friendly and family orientate caravan park that is filled with thrills and new memories! Time for your kids to make new friends, and time for adults to relax by the water or by the campfire..

Be sure to keep up to date on social media:  
Facebook: Jerusalem Creek Marina & Holiday Park  
Instagram: 501\_Cafe



## WHAT'S THE NEXT STEP?

After reading through these ebooks, you're next step is to look through vacant sites/houseboats for sale, get in contact with the original owners and finally, start making memories!



# ONE STEP CLOSER TO JOINING THE FAMILY AT JERUSALEM CREEK MARINA & HOLIDAY PARK

Below are pages and pages of policies / terms and conditions. Yes, it's a difficult read.

Yes it does end - eventually.

Go day by day if you have to.

But please remember, your safety matters to us.

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## DEFINITIONS:

**Flyover:** an approved structure made of durable canvas by a supplier approved in writing by JCMHP, and does not include free standing removable or temporary plastic carport covers or lightweight sunshades or temporary pergolas or wrought iron structures.

**Landowner:** Goulburn Murray Water and Department of Environment and Primary Industries.

**JCMHP:** Jerusalem Creek Marina & Holiday Park as Landlord and Lessor.

**Lessee:** Individual that leases and occupies an annual lease to JCMHP.

**Park Plan:** a plan agreed between the Lessee and JCMHP outlining those structures approved to be constructed on an annual site holder's site.

**Regulations:** The Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010

**Site:** An annual site holder's site.

**Storage:** that reservoir, dam or watercourse that the caravan park is situated at, on or near.

## Permission Granted



1. Any person that wants to develop a structure on the land or modify an existing structure on the land must first request permission from the land owner who's representative is JCMHP.
2. They must not develop, extend, alter, modify or attach any fixtures to any site or dwelling within the holiday park without first obtaining the permission from the land owner whose representative is JCMHP.
3. JCMHP reserves the right as the land owner's representative to refuse permission for Development, Alterations, and Modifications to any site without giving reason.
4. Occupants who do not request permission will be ordered to stop work immediately until permission has been granted or be ordered to remove any structure and return the land back to its original state.
5. They must not excavate or modify the land without obtaining permission from the land owner whose representative is JCMHP.
6. Jerusalem Creek Marina & Holiday Park is located on National Park and Crown Land. If occupants ignore or dismiss the approval process, they will be issued with a breach notice and referred to the relevant authority on the first instance.
7. Occupants may be prosecuted under the Crown Land Act, and or, the National Parks Act at the discretion of the landowner who is Goulburn Murray Water and Department of Environment and Primary Industries and the Victorian State Government.

## Not permissible:

Stand alone Rigid Annexes.  
Containers  
Site sheds  
Buses  
Tents  
Granny flats  
Non-compliant UMDS  
Owner built UMDS  
Caravans over 25 years old  
Free Standing Carports  
Hard Roofs



General requirements for structures:

### 1. Caravans

A caravan, (and flexible annex) may be placed on an endorsed site without the need for further Council approval. Nominated setback distances (normally 2 metres) must be maintained as clear space between adjoining developments (i.e. on adjacent sites).

2. U.M.Ds (Cabins) Formal approval pursuant to the Caravan Park legislation is required for U.M.Ds etc. Planning Permits may also be required. To gain approval, written applications must be made by the Park Owner to Council and be supported by:

a) a site plan showing any existing structure and details of that proposed together with the distance to developments on all adjoining sites.

b) the structural design for the development and the installation/erection detail. The legislation provides that the supplier of U.M.Ds must provide this information to the purchaser. Pre-existing structures (as at November 1993) are deemed to structurally comply and their re-erections needs to comply with installation/erection details and siting requirements.

A copy of Council's approval to proceed will be issued to the park owner applicant together with a copy to the site occupier if known. The design requirements that apply to U.M.Ds are contained within Schedule 3 of the regulations which detail such things as:

Must be structurally sound

Must be designed

Must have its own chassis (U.M.Ds)

Must be provided with anchor points (for attaching tie down gear).

Must be designed to AS1170.1 and AS1170.2 except that a design wind speed of not less than 41 metres / second wind speed must be used for wind loadings.

Nominated minimum room sizes, moisture prevention, lighting and ventilation

Upon completion:

-a manufacturer compliance plate must be attached to all U.M.Ds

-the installer must provide the (caravan) owner with a "Statement of Compliance" concerning the installation. This installation Certificate states that:

-All necessary approvals have been obtained

-The installation complies with the approvals and the manufacturer's instructions

-Service connections ie water, gas, sewer, electricity all meet the requirements of those authorities.

An owner must then provide a copy of the Installation Certificate to Council and to the park owner within 7 days of practical completion.

Council has developed application / notification forms for applicants use and a template for the subsequent completion certificates. The completion certificate template will accompany the permits authorizing commencement of works.

3. Building Works Building permits must be obtained for constructions (unless exempted) that do not constitute

"movable dwellings". Such works would comprise of: Retaining walls

-Houses, flats and cabins

-Swimming pools and fences

-Carports and veranda's – incl. carport style structures over caravans & annexes

-Decking, awnings, storage sheds etc. A general exemption is granted for minor works where structures are less than 10 square metres in surface area (see item 4 below): To obtain a building approval, an application form must be obtained, completed and returned to a Private Building Practitioner (Building Surveyor) with his fee. The formal building permit must be obtained prior to works commencing and will be issued by the private building practitioner with a copy forwarded to Council. Note: Council endorsement under the Regulations will be needed and in some cases a planning permit may also be required as a prerequisite to the issue of a building permit.













## Roller Doors

2.4.1 JCMHP would prefer roller doors not be constructed on a site.

2.4.2 Where an existing roller door is constructed on a site then they must never be lockable, must only be used on sheds and must not enclose any approved flyover or patio area.

## Verandahs

2.5.1 JCMHP would prefer no verandahs to be attached or freestanding on a Site;

2.5.2 Where a verandah is requested then it must meet Building Act 1993 requirements, must be limited to 20m<sup>2</sup>, and must not impact upon the free and unrestricted access requirements of 2 meters between structures.

## Effluent / grey water

2.6.1 Effluent and grey water must be managed under the requirements of the Regulations and Building Act 1993, and in line with any requirements of GMW. 2

## Other Conditions

2.7.1 JCMHP would prefer no vehicles or boats are to be left at a Site;

2.7.2 One boat is allowed to be left per Site subject to adequate space and the boat not impacting upon free and open access of 2 meters between Sites;

2.7.3 Up to one non-powered water craft can be left at a Site subject to adequate space at the Site and it not impacting upon the free and open access of 2 meters between Sites;

2.7.4 No tents are to be erected on an annual Site;

2.7.5 Fire places/pits must meet the Regulations and be upgraded as advised by the CFA; 2.8.5

Only single storey UMRs are allowed

2.8.6 No under decking storage or under decking parking is permissible.

## Unregistered Movable Dwellings

3.1 The following Standards apply to Unregistered Movable Dwellings (UMRs).

3.1.1 UMRs must meet, in the first instance, all requirements under the Regulations;

3.1.2 UMRs must be no longer than 9.2 metres (unless approved by JCMHP under the Park Plan);

3.1.3 UMRs must be no wider than 4.5 meters (unless approved by JCMHP under the Park Plan);

3.1.4 UMRs can have an annex only to one side of the UMR such that the overall length is no more than 9.2 meters; and

3.1.5 The annex attached to a UMR can be no more than 3.02 meters wide.

## Exemptions

4.1 Under certain circumstances JCMHP will allow exceptions to the Development Standards. This will include;

4.1.1 Where the site has been purchased between 30 June 2009 and 1 July 2011 then any works of a minor nature, that is, not altering the external aspects of the caravan, UMR or annex will be allowed to complete those works, so long as they meet the approval of JCMHP.

## General Requirements

5.1 The Lessee is to ensure that the Caravan Park's site holders' agreement indicates that, where a site does not meet the Regulations then when it is to be upgraded that it must be upgraded in line with Regulations and these Development Standards;

5.2 Where a Site is to be transferred then the Site must be upgraded to meet the Development Standards within 5 years from transfer or sooner if any upgrade is proposed.

5.3 By 1 July 2020 all sites that have not previously been transferred or upgraded must be upgraded to meet the Development Standards outlined in this document without exception.

As part of the sale the purchaser is to be advised of the requirement of the guidelines above and they are required to sign acknowledgement of their acceptance to undertake the works outlined.



Other

JCMHP proposes to undertake annual audits to ensure that these requirements are implemented.



These rules are to be implemented as part of the park rules to all annual site holders, commencing from July 1 2011. The site holder is to sign acceptance of these standards.

Every five years, or as appropriate, JCMHP staff will determine the age of each site van, and if older than 30 years may, where appropriate, request the van to be removed or replaced. A reasonable time frame is to be granted for any upgrade in line with the redevelopment proposed.

## INFORMATION, RULES AND POLICIES

(Revision May 2018)

The principal occupant and their invitees shall occupy the site or marina allotted to them at the said park and marina and use all facilities available at their own risk in all things AND HEREBY ABSOLVE THE PROPRIETOR of the said park and marina and his servants and agents from liability for any damage, death or personal injury which may be caused by the occupant, any member of the occupant's party, and guests or invitees, or to any of the occupant's equipment, chattels, property or effects whilst at the said park by reason of any happening whatsoever occurring, whether due to any negligence on the part of the said proprietor, his servants and agents or otherwise and agree to keep said Proprietor indemnified accordingly.

The proprietor reserves the right to extend or revoke the Marina & Holiday Park Agreement at any time in accordance with the provisions of the Long Term Marina & Holiday Park Agreement for annuals and the Residential Tenancies Act (1997) for residents and to demand the removal from the property forthwith of any caravan, houseboat, tent or structure placed or erected or caused to be placed or erected by any principal occupant.

This document is for the information of occupants or intending occupants of the Jerusalem Creek Marina & Holiday Park. 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 facility. The rules complement the Residential Tenancies Act 2010, and form part of any written agreement between the occupant and the marina & park owner. 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

## GENERAL DUTIES OF HOLIDAY PARK and MARINA OCCUPANTS AND OWNERS



General duties of holiday park and marina occupants and holiday park and marina owners are prescribed in the Residential Tenancies Act 1997. While "the Act" does not apply those duties to non resident occupiers, the duties are herein restated but modified where necessary to make them appropriate and applicable to both resident and nonresident occupiers. This duty statement thus forms part of any agreement between the holiday park and marina owner and any nonresident occupier.

### 1. Occupants' use of the site

- The occupants must use the site only for the purpose agreed with the holiday park and marina owner.
- Use the site, holiday park and marina facilities properly and ensure that their visitors do the same.
- No occupant may traverse on any other occupant's site or houseboat

### 2. Occupants must not use site for illegal purposes

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

### 3. Occupants duty to pay rent

- The occupants must pay the site or marina fees and any other charges agreed with the holiday park and marina owner on the due dates and in agreed manner.

### 4. Security

- Park management use their best endeavors' to ensure a safe and secure environment in the park, however it is highly recommended that you take the precaution of securing all items of value in and around your van, vehicle or houseboat.

### 5. Quiet enjoyment occupant's duty

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

### 6. Occupants must keep site clean

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

### -7. Occupants must not erect structures or excavate the land

- Occupants must not erect any structure on the site or in the holiday park and marina without the prior consent of the holiday park and marina owner. Under no circumstance are occupants allowed to alter the land by means of earth moving equipment unless they have the written permission from the land owner. Occupants will be prosecuted under the National Park and Wildlife Act 1972 act for any breach.

### 8. Occupants must notify owner of and compensate for damage

- If any damage other than fair wear and tear is caused to the holiday park and marina or any facilities in the holiday park or marina by the occupant or his or her visitor, the occupant must
  - a) repair the damage; or
  - b) notify the holiday park and marina owner or caravan or houseboat owner of the damage and pay compensation for the damage to the caravan or house boat owner or the holiday park and marina owner. The occupants must report to the holiday park and marina owner any damage to or breakdown of communal facilities of which the occupants have knowledge.





Section 185 of the Residential Tenancies Act enables the holiday park and marina owner, from time to time, to make rules relating to the use, enjoyment, control and management of the holiday park and marina. It is the holiday park and marina owner's duty to ensure that the holiday park and marina rules are reasonable and the holiday park and marina owner must take all steps to ensure that they are observed by all occupants and are enforced and interpreted consistently and fairly.

The holiday park and marina owner must give a copy of the holiday park and marina rules to the principle occupant of the site.

The following rules have been established by the holiday park and marina owner in the belief that they are reasonable and conducive to the effective management of the holiday park and marina.

If an occupant believes that a rule is unreasonable then he or she should discuss the matter with the holiday park and marina owner. There is also provision in the Act for a resident to make an application to the Victorian Civil & Administrative Tribunal should the resident consider a rule unreasonable.

A copy of the Residential Tenancies Act 1997 is available for reference by occupants at the holiday park and marinas main office and also on the holiday park and marina web site.



#### d) RULES APPLICABLE TO ALL OCCUPANTS AND THEIR VISITORS

All Holiday Park and Marina Occupants, with respect to:

The making and abatement of noise:

A1.1 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 holiday park and marina owner considers it reasonable that this rule need not be strictly applied. The prior written consent of the holiday park and marina owner must be obtained in these instances.)

A1.2 Electricity generators must be turned off by 11pm

Vehicles, motorbikes, boats, trailers and parking

A2.1 Observe and obey the holiday park speed limit which is 20km/hr or less in accordance with signs.

A2.2 Have only two motor vehicles and one boat or trailer (towable) per site unless the written consent of the holiday park and marina owner has been obtained for extra vehicle or vessel.

Such written consent will only be given if

a) vehicles and vessels are owned and used by the site occupants, and

b) in the opinion of the holiday park and marina owner, a satisfactory parking place is available.

c) that if permission is granted that the vehicles and vessels are always parked in the designated parking area as set by the owner.

d) additional fees are applicable for additional vehicles and vessels as per the agreement

A2.3 In the absence of prior written consent from the holiday park and marina owner, ensure that their visitor's cars are parked in the visitor's car park. (Visitor car park is the main entrance road leading up to the general store or as directed from time to time)

A2.4 Not carry out repairs to motor vehicles within the holiday park unless an appropriate time and place has been agreed to by the holiday park and marina owner.

A2.5 Not bring an unregistered or unroadworthy vehicle into the holiday park without the prior written consent of the holiday park and marina owner.

A2.6 Not drive or ride unregistered vehicles on the roads within the holiday park.

A2.7 Not ride bicycles in the holiday park outside daylight hours.

A2.8 Only park their vehicle in the place specified by the caravan park and marina owner.

A2.9 Under no circumstances should any drivers exceed .05 and zero alcohol levels are recommended for all drivers. Please note that the police can and will breath test drivers within the park from time to time;

A2.10 No unlicensed person is to drive or be in control of any vehicle or motor bike within the holiday park.

A2.11 Recreational riding of motor bikes is not permitted within the holiday park.

A2.12 Boom-gate cards are for personal use only and they are not to be loaned or transferred to visitors or to any person.

A2.13 The maximum speed for ski boats, runabouts or other vessels within the harbor boundary is five (5) knots. The harbor boundary is marked with yellow buoys

A2.14 Driving into or parking in the marina area is not permitted unless the user is an authorised marina occupant.

A2.15 Parking in front of marina walkways is strictly forbidden. This area is kept clear for emergency services vehicles only.

A2.16 Marina occupants will abide by the directional signage for car parking as erected from time to time.

A2.17 All Holiday Park and Marina Occupants are issued with two (2) Parking Permit stickers.

Season pass holders and fixed pin holders are issued with one (1) upon request to management.

These permit stickers are to be positioned on the lower left hand side of your front windscreen.

Day visitors and overnight visitors will be issued with a permit when they register at the general store.

Vehicles who do not display the parking permit stickers have no right to be within our facility and vehicles will be towed. JCMHP will not accept responsibility for any damage as a result of towing or fees applicable to the towing company.

### The disposal of refuse

A3.1 Wrap garbage before placing it in the bins.

A3.2 do not use the holiday park and marina garbage disposal facilities for the disposal of anything other than normal household refuse.

A3.3 In disposing of garden refuse such as leaves, lawn clippings, etc. assist the holiday park and marina owner by either disposing of the refuse themselves or consulting with the holiday park and marina owner as to a convenient place for collection or disposal.

A3.4 No littering of any rubbish (including cigarette butts) is permitted.

A3.5 Abide by the rules located at the holiday park and marina waste collection points in reference to the effective management of all types of waste.

A3.5 For all other garbage such as hard waste, organic waste and refurbishment waste the occupant is responsible for the disposal of such garbage and this waste is not to be disposed of in the provided bins by the holiday park and marina.

### The playing of games and other sporting activities

A5.1 Not play ball games in the playground, in or around the amenities block or within close proximity of a dwelling.

A5.2 Use playground equipment in the proper manner and in accordance with any rules specific to particular apparatus.

A5.3 Playground hours of operation are 9.00 a.m. to 8.00 p.m.

A5.4 Not smoke at or within 10 metres of children's playground equipment that is an outdoor public place.

### The keeping of pets and wildlife

A4.1 Not have a pet in the holiday park and marina without first obtaining the holiday park and marina owner's written consent with respect to a specific pet and the pet registration form completed and signed by the owner.

A4.2 Dispose of any animal wastes promptly and appropriately.

A4.3 If required, provide the holiday park and marina owner with a written guarantee that their pet does not represent a danger to the health and safety of other park and marina users, in particular young children, who may wander into an animal's territory.

A4.4 Not leave a pet unattended. Dogs and pets must-  
be on a lead

have access to a shelter and shade.

be provided with adequate food and water.

A4.5 Keep their pet under control at all times.

A4.6 Not allow a pet to be in or near the park's communal facilities.

A4.7 Not allow a pet to enter a hired dwelling.

A4.8 Ensure that cats are neutered and wearing a bell unless they are confined at all times.

A4.9 Not allow a pet to be a nuisance or cause distress to other park and marina users.

A4.10 Dogs must be walked on leads at all times, and under no circumstances are dogs allowed to roam freely within the park or marina.

A4.11 Not allow a pet to tie up on any part of the general stores doorways or on the timbered front deck area.

A4.12 Native and local animals must not be harmed in any way, if there is cruelty or pain and suffering caused to native and local animals it is deemed to be a breach of the essential terms of the holiday park and marina occupant agreement.

A4.13 Dangerous animals are in and around the holiday park and marina. Holiday park and marina occupants and their visitors are not to interfere with their habitat or attempt to remove such animals. In situations of potential harm to humans the holiday park and marina occupants or their visitors are to inform the holiday park and marina owner immediately. The holiday park and marina owner will undertake removal of such animals in accordance with local laws.



## The use and operation of communal facilities

A6.1 Not smoke at or within 10 metres of the amenities block, laundry or general store.

A6.2 Not bring glassware into amenities block, laundry or on the lakes foreshore area.

A6.3 Remove washing promptly from the washing machines, dryer or clotheslines upon the completion of washing or drying. (The holiday park and marina owner may remove and store laundry items as a result of noncompliance.)

A6.4 Not erect a private clothesline other than a small temporary line which is not within obvious view of other park users.

## A7 The supervision of children

A7.1 Maintain sufficient periodical supervision of their children, so as to ensure that the children do not cause a nuisance or inconvenience to other occupants and visitors, management or employee of the holiday park and marina.

A7.2 Ensure that preschool aged children are supervised by an adult when using the amenities block or wandering or swimming in the lake.

A7.3 Must ensure that their children (or those of relatives or friends) do not take part in activities which may be unsafe or which may involve risks or harm to themselves or to others.

A7.4 Parents must ensure that their children (or those in their care and control) wear approved helmets when riding bicycles.

A7.5 Parents must ensure that their children (or those in their care and control) do not at any time consume or have access to alcohol at any part of the marina or holiday park other than as per the requirements of state law regarding the consumption of alcohol.

A7.6 Parents must ensure that their children (or those of friends and relatives) are fully informed that water from the amenities blocks or other holiday park related source is not suitable for drinking.

A7.7 Support any reasonable sanctions imposed by the holiday park and marina owner resulting from improper conduct or use of the holiday park and marina facilities by their children.

## Grievances

Use a private, conciliatory approach to the settling of disputes with other occupants, the holiday park and marina owner or any employee of the holiday park and marina.

## Visitors

A8.1 Ensure that their visitors register their presence at the holiday park and marina general store advising the holiday park and marina owner of the visitor's name and address and pay any fee that is required.

A8.2 Visitors who are staying overnight must stay within the site dwelling. Under no circumstance are visitors allowed to pitch a tent, swag or bring in a caravan. Consideration will be given to principal occupants who request in writing to the park owner for visitor wishing to bring in a caravan or for principal occupants wanting to bring in a caravan for a short term for visitors to use. Fees will apply.

A8.3 No more than 4 visitors are permitted to stay at a site overnight at any time unless the owner has given the occupant written permission.

A8.4 Visitor must abide by the park rules and if are found to breach park rules the park owner will issue a breach notice to the principal occupant or based on the severity may elect to terminate the agreement with the principal occupant.

A8.5 The principal occupant is responsible for the behavior of their visitors and will be held accountable for any visitor breaching park rules or misconduct.































## EMERGENCY CONTACT

Bruce Vance (General Manager)  
Jerusalem Creek Marina & Holiday Park

Kim Campbell (Accounts)

Phone 03 5774 2585    Fax 03 5774 2798    Email  
info@jerusalemcreek.com.au

Emergency Dial 000

Local Emergency Telephone Numbers

Ambulance 000

Fire Station (Eildon) 000 / 5774 2544

Police Station (Eildon) 000 / 5774 2104

Alexandra Hospital 03 5772 0900

Alexandra Medical Clinic 03 5772 1444

Eildon Pharmacy 03 5774 2626

Alexandra Pharmacy 03 5772 2153

Maroondah Hospital 03 9871 3333

Plumbing (Bromley Plumbing)    0418 325 402

Electrical (Sunnyboy Electrical)    0498 196 986

Vet (Taggerty) 0403 012 996 / 5773 2331