POLICIES / Jerusalem Creek Marina & Holiday Park 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;

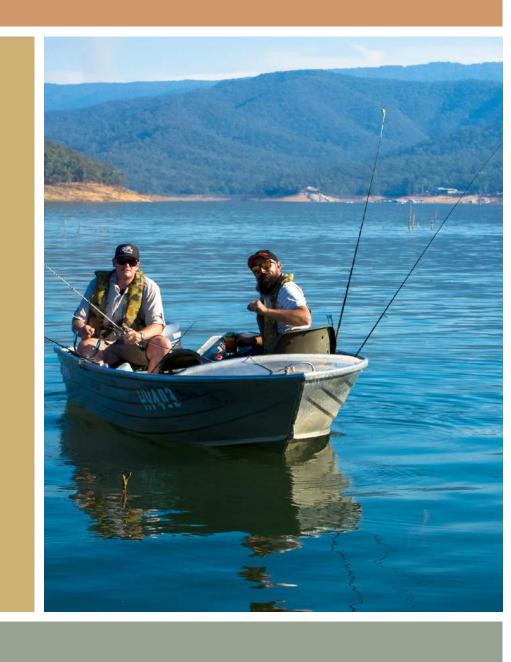
email: info@jerusalemcreek.com.au

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.

- 3. Minor works Works which fall outside the above categories such as small porches and decking of up to 10 square metres, small garden shed, flyover etc must also receive consent prior to work proceeding. In the case of such minor works the main consideration is to
- -ensure setback/separation distances of 2 metres are retained between adjoining site developments for fire safety and amenity considerations and
- -to ensure the development is structurally stable and
- -to record the development for future reference. As such, the application needs to be supported by a site plan showing existing and proposed developments and distances to adjoining site developments and sketch plans or descriptions of the proposal. Where consent is granted, a copy of the approved plan will be returned to the park owner / applicant together with an extra copy for the site-holder. Notification of completion of the works is also required for this category.

General In all cases the prior approval of the park owner must be obtained. In most instances a setback distance of 2 metres from developments on adjoining sites will be required. Very small structures which do not impact upon the setback (such as built in BBQ's etc) do not require Council approvals. Any queries should in the first instance be directed to the park owner, then to Council Officers. All caravans, annexes & UMDs are required to be fitted with a functional smoke detector in accordance with Australian Standards – hard wired for annexes & UMDs where reticulated power is available. Site occupiers (and the Park Owner) are obliged to keep the Park and its surrounds in a clean & tidy condition at all times. Fencing that limits access between and around a site need to be avoided. A Park owner is required to plan for emergencies and meet fire safety requirements as determined by Council in consultation with Regional CFA.

This includes

- -adequate separation between and around developments,
- -fire fighting equipment such as extinguishers, hose reels.

Development Standards

The Development Standards will be introduced from 1 July 2011 unless the park has developed more stringent rules or the park is located on Crown Land in which case the relevant Park Rules or Crown policy will apply. Where doubt arises over a structure the matter is to be referred to GMW for consideration who shall, as landowner and landlord have the sole right of determination as to acceptance. The Development Standards are as follows;

1 New Sites

- 1.1 Any new site that was previously undeveloped but is proposed to be developed must ensure that any new development meets all the criteria outlined below, as follows;
- 1.1.1 Must meet all requirements of the Regulations and any Building Regulations for any and all structures proposed;
- 1.1.2 If a Caravan is to be installed then it can not be older than 25 years of age at time of installation:
- 1.1.3 No gardens are allowed however potted plants are permitted;
- 1.1.4 Site set-back from Full Supply Level (FSL) of Lake Eildon is to be no less 50 metres from the closest point between the site (or structure) and FSL.
- 1.1.5 Unregistered movable dwellings (UMD) are to be permitted (refer UMR section) subject to Council approval.
- 1.1.6 Flyovers to be approved by JCMHP (Green or Beige), with the maximum area of any caravan, annex, verandah and flyover combination to be 80 square metres;
- 1.1.7 Decking to be free standing, on slides, situated only to one aspect (one side) of the van and annex or UMD, no wider than 5 metres (unless approval is granted by JCMHP for a wider or more substantial deck), with a maximum area of 30 square metres, engineered (with specifications sighted and approved by JCMHP in writing) and structurally sound;
- 1.1.8 Paving to be of no more than 20m2 in total for a site, each paver to be a minimum size of 50mm x 50mm, easily removable, level and well installed;.
- 1.1.9 Concrete pads (where constructed) are to be constructed under a van and/or annex only or UMR, and engineered to withstand the weight/traffic area (No steel framed floors are permitted); 1.1.10 Retaining walls are not permitted unless approved by JCMHP, they must be constructed to relevant standards, and an acknowledgement signed by the site-holder than should replacement be required that the site-holder accepts responsibility for the retaining wall and replacement if required by JCMHP;

- 1.1.11 Shade structures are not permitted other than a permanent fixture as covering to a decking area or where a flyover is proposed;
- 1.1.12 Air-conditioners or parts of a split system must be attached to the caravan or annex only, with no electrical cabling onto or under the land;
- 1.1.13 Sheds are not permitted unless a Park Plan has been developed with the lessee to ensure a single unified approach to sheds, including colour design construction and cladding material;
- 1.1.14 Fencing is not permitted in general unless it meets the design criteria outlined under the Fencing section;
- 1.1.15 No buses are permitted onto a Site; and
- 1.1.16 Fixed barbecues are not allowed.

Sheds

- 1.2.1 JCMHP would prefer no sheds to be situated at a Site.
- 1.2.2 Where agreement between JCMHP and the Lessee has been reached to allow a shed at a site (no more than one shed per site will be considered) they must be no more than 3 metres by 3 metres and must be constructed of material that is consistent with the Park Plan.

Fences

- 1.3.1 JCMHP would prefer no fences.
- 1.3.2 Where agreement has been reached between JCMHP and the Lessee to allow fences then they must meet the following criteria; 1.3.2.1 The fence can not be constructed from colorbond, brick, bamboo or solid metal construction;
- 1.3.2.2 The fence must be open slatted and preference is for a the fence to be constructed in the design and material for a pool fence;
- 1.3.2.3 The fence can be no more than 1.5 metres in height;
- 1.3.2.4 The fence can only be constructed between sites where there is more than 2 metres between the fence and the nearest structure on either side of the fence unless JCMHP approval has been granted to allow for the fence to enclose an area on the Site to secure a dog or for child safety reasons and then only if a suitable non-lockable gate is installed that does not impact on access to the site: and
- 1.3.2.5 The fence must not enclose the Site.

Roller Doors

1.4.1 JCMHP would prefer roller doors not be constructed on a site. 1.4.2 Where JCMHP and the Lessee have agreed to allow roller doors they must never be lockable, must only be used on sheds and must not enclose any approved flyover or patio area.

Verandahs

- 1.5.1 JCMHP would prefer no verandahs to be attached or freestanding on a Site; 1.5.2 Where a verandah is requested then it must meet Building Act 1993 requirements, must be limited to 20m2, must be rigid, and must not impact upon the free and unrestricted access requirements of 2 meters between structures; and
- 1.5.3 The verandah can only be located either to the front or rear of the caravan or to one longitudinal side of the annex.

Effluent / grey water

1.6.1 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.

Other Conditions

- 1.7.1 JCMHP would prefer no boats or vehicles to be stored at a Site
- 1.7.2 No brick structures including bbq's, brick heaters, or brick walls are allowed to be constructed.
- 1.7.3 No tents are to be erected on a Site.
- 1.7.4 No fire pits/places are allowed unless approved by JCMHP or CFA.

Existing Sites

- 2.1 Any existing site that is proposed to have any development work undertaken then the work must be undertaken such that the following criteria is met, as follows;
- 2.1.1 All upgrades must meet the new Regulation requirements;
- 2.1.2 No additional gardens are allowed however potted plants are permitted (if a park plan has been agreed then this position may alter);
- 2.1.3 Site set-back from Full Supply Level (FSL) of Lake Eildon is to be no less 50 metres from the closest point between the site (or structure) and FSL;
- 2.1.4 Unregistered movable dwellings (UMD) are to be permitted (refer UMR section) subject to Council approval;
- 2.1.5 Flyovers to be approved by JCMHP (Green or Beige), with the maximum area of any caravan, annex, verandah and flyover combination to be 80 square metres;
- 2.1.6 Decking to be free standing, on slides, situated only to one aspect (one side) of the van and annex or UMD, no wider than 5 metres (unless approval is granted by JCMHP for a wider or more substantial deck), with a maximum area of 30 square metres, engineered (with specifications sighted and approved by JCMHP in writing) and structurally sound;
- 2.1.7 Paving to be of no more than 20m2 in total for a site, each paver to be a minimum size of 50mm x 50mm, easily removable, level and well installed; 2.1.8 Concrete pads (where constructed) are to be constructed under a van and/or annex only or UMR, and engineered to withstand the weight/traffic area; 2.1.9 Retaining walls are not permitted unless approved by JCMHP, they must be constructed to relevant standards, and an acknowledgement signed by the site-holder than should replacement be required that the site-holder accepts responsibility for the retaining wall and replacement if required by JCMHP; 2.1.10 Shade structures are not permitted other than covering to a decking area or where a flyover is proposed;
- 2.1.11 Air-conditioners or parts of a split system must be attached to the caravan or annex only, with no electrical cabling onto or under the land;
- 2.1.12 Sheds are not permitted unless a Park Plan has been developed with the lessee to ensure a single unified approach to sheds, including colour design construction and cladding material;
- 2.1.13 Fencing is not permitted in general unless it meets the design criteria outlined under the Fencing section;
- 2.1.14 All UMRs and Caravans must be compliance plated;
- 2.1.15 Annexes are to be of rigid construction; and 2.1.16 Fixed barbecues are not allowed.

Sheds

- 2.2.1 JCMHP would prefer no sheds to be situated at a Site.
- 2.2.2 Where a shed exists then subject to it not affecting the Regulations it will be able to remain in its current form:
- 2.2.3 Only one shed per site is permissible;
- 2.2.4 Where any alteration occurs to the Shed it must be upgraded in line with these Standards and to meet the Park Plan.

Fences

- 2.3.1 JCMHP would prefer no fences.
- 2.3.2 Where a fence already exists it will be allowed to remain subject to the fence not impacting upon the Regulations but excluding where a fence encloses a Site in which case the fence must be altered immediately in line with these Standards and the Regulations;
- 2.3.3 Any fence that is repaired must meet the following criteria; 2.3.3.1 No fence can be constructed from colorbond, brick, timber, bamboo or solid metal construction;
- 2.3.2.2 The fence must be open slatted such as a pool fence or open metal web lattice;
- 2.3.2.3 The fence can be no more than 1.5 metres in height;
- 2.3.2.4 The fence can only be constructed between sites where there is more than 2 metres between the fence and the nearest structure on either side of the fence unless JCMHP approval has been granted to allow an area on the Site to be enclosed to secure a dog or for child safety reasons and then only if a suitable non- lockable gate is installed that does not impact on access to the site.
- 2.3.2.5 The fence must not enclose the Site.

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 20m2, 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 is 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

Jerusalem Creek JCMHP proposes to undertake annual audits to ensure that these requirements are implessing & Holiday Polk.



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 of 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
- -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.

- 9. Number of persons occupying site.
- -The occupants must not allow more than the number of persons agreed with the holiday park and marina owner to occupy the site.
- -Only those occupants named in each annual holiday site and marina agreement are entitled to occupy the site overnight, together with their approved Visitors;
- -If any Visitors are wishing to remain overnight on the site and they are not named as occupants in the annual holiday site and marina agreement, then notification of their name and address must be provided to the holiday park and marina owner prior to their overnight stay;
- -All visitors will be invoiced for their stay either at a casual rate for an overnight accommodation or at a day rate as the case may be at whatever the holiday park and marina owner determines to be the applicable rate from time to time. -If a visitor's fee remains unpaid, the occupant will be liable for such unpaid fee.
- -All occupants must advise visitors of the holiday park and marina rules and ensure that visitors comply with all relevant holiday park and marina rules.
- -All occupants must ensure that visitors vacate the Park by 10.00am on the day of departure unless a later time is agreed between the occupants visitor and the holiday park and marina owner.

10. Occupants must observe rules

The occupants must observe all holiday park and marina rules made from time to time

11. Holiday park and marina owner must provide access

The holiday park and marina owner must

- -provide 24 hour vehicular access for all occupants to all sites; and
- -provide 24 hour access for all occupants to the holiday park and marina
- -provide access to the communal toilet and bathroom facilities; and
- -provide access, during all reasonable hours, for occupants to recreational areas, laundry and communal facilities other than toilets and bathrooms.
- 12. Quiet enjoyment holiday park and marina owner's duty.
- -The holiday park and marina owner must not unreasonably restrict or interfere with the occupant's privacy, peace and quiet or proper use and enjoyment of the site and the communal facilities

13. Holiday park and marina owner must keep park and marina clean

The holiday park and marina owner must

- -keep the common areas, gardens, roadways, paths and recreation areas in the holiday park and marina clean and in a safe condition; and
- -arrange for the collection of occupant's garbage (general house hold waste only) from the holiday park and marina
- -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.

14. Duty of holiday park and marina owner to maintain communal areas

- -The holiday park and marina owner must maintain, repair and keep clean and tidy all communal bathrooms, toilets, laundries and other communal facilities in the holiday park.
- -When repairing or renovating communal facilities, the holiday park and marina owner must a)minimise inconvenience and disruption to occupants; and
- b) if necessary, provide temporary substitute facilities.

PARK and MARINA RULES

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 are 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 with in 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 with in 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.



A3.3 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.

Fires and compliance

- A10.1 Fires are permitted only in properly constructed pits no less than 50cm x 50cm x30cm deep and must never be left unattended.
- A10.2 At all times a responsible person over the age of sixteen (16) years must be in attendance while a fire is burning;
- A10.3 No fires are to be lit on total fire ban days or days deemed by the holiday park and marina owner as a potential high risk days;
- A10.4 Fire regulations are posted on the public notice board at the general store and all persons in the park should be aware of such fire regulations.
- A10.5 All flammable material within a distance of 3m of a fire pit must be cleared and fire pits must be at least 3m from the edge of fly's, tarps, overhangs or dwellings.
- A10.6 Fires must comply strictly with CFA regulations, including as determined by the Local council the fire restriction period.

Each residential structure and houseboat (excluding cabin cruiser boats) must be fitted with:

- a) portable fire extinguishers selected and installed in accordance with AS2444 (including signage) maintained to the appropriate standard and be fit for purpose (in accordance with regulation 35; and (minimum 2.5kg Dry Chemical Extinguisher)
- b) fire blankets selected and installed in accordance with AS2444 (including signage) maintained to the appropriate standard and be fit for purpose (in accordance with regulation 35); and (minimum 1 meter x 1 meter fire blanket)
- c) smoke alarms in accordance with AS 3786 (these may be battery operated or hardwired) maintained to the appropriate standard and be fit for purpose (in accordance with regulations 25 and 26).
- d) every 12 months the holiday park and marina owner must be provided with a fire compliance certificate conducted by a licensed fire compliance practitioner.
- e) the occupant must provide a spare access key to their site or houseboat and this key is to be retained by the holiday park and marina owner at all times

In Addition:

Sites that are holding over more than a combined 40ltr of flammable, poisonous or corrosive products must manifest such products and supply the holiday park and marina owner of such manifested items and signage erected in accordance with the dangerous goods act 1985

General conduct

Ensure that they and their visitors do not behave in a manner that could be

- a) offensive to other park and marina occupants.
- b) a poor example to the children in the holiday park and marina.
- c) injurious to the reputation of the holiday park and marina.

The maintenance of and modifications to sites or dwellings and ablutions.

- A12.1 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 wild life act 1972 act for any breach.
- A12.2 Ensure that the dwellings are maintained in a manner consistent with the requirements of the Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations1999.
- A12.3 Occupants are required to complete the holiday park development controls application form and give the holiday park and marina owner a written plan and specifications of any repair, maintenance or improvement to the site or moveable dwelling for prior approval before the commencement of any work.

Any works carried out by the occupant must be carried out in accordance with the relevant regulations as required by Work Safe Victoria and as directed by the holiday park and marina owner

A12.5 No development works are to be conducted on Long weekends, school holidays or form the period of 15th December through to 31st January.

A12.6 No development works are to commence before 9am and must cease by 6pm

A12.7 Only cabins built with Australian compliance plates will be considered to be located within the park. Buses, containers, site sheds or owner built cabins are not permissible under any circumstance.

A12.8 Ablution blocks (toilets & showers) are provided for by the owner for occupants and their visitors. It is strictly forbidden for a site to have a shower and toilet. Sites found to have either a shower or toilet, the occupant will be ask to decommission on the first instant. For occupants who refuse to do this it will be deemed to be an essential breach of terms and conditions and your agreement will be terminated. The park owner will then refer your details to the environmental protection authority (EPA) for prosecution.

A12.9 Outdoor toilets such as thunder boxes, site toilets or anything similar is strictly forbidden.

Insurance

It is a condition of the annual holiday site and marina agreement that the occupant of any site or houseboat are required to have their caravan and annex or houseboat fully insured including; a) at least \$20,000,000 PUBLIC LIABILITY cover and,

b) supply details annually (upon renewal of Long Term Holiday Site and Marina Agreement) to the holiday park and marina owner. Failure to provide insurance details annually will result in annual holiday site and marina agreements to be terminated

Sale or removal of vans

A14.1 If the principal occupant wishes to sell the dwelling to remain on site, the principal occupant must, if applicable,

- a) refer to the holiday park annexure in relation to selling on site; and
- b) where selling on site is permitted within the terms and conditions of the annexe, the principal occupant must request permission from the holiday park and marina owner, in writing, to sell the dwelling on site, 28 days prior to entering into any agreement to sell or dispose of the dwelling; and
- c) inform any prospective purchaser that the sale of the dwelling ends the Annual holiday site agreement; and
- d) advise any prospective purchaser that they must make their own inquiries of the holiday park and marina owner with respect to the prospects of entering into an agreement enabling them to occupy the site.
- A14.2 The holiday park and marina owner reserves the right to charge a transfer fee upon the sale of the dwelling to remain on the site but may only do so if it has been agreed between the principal occupant and the holiday park and marina owner prior to the sale.
- A14.3 The holiday park and marina owner must act reasonably in assessing any proposal advanced by the principal occupant for the sale of the dwelling to remain on the site but is not obliged to enter into an annual site agreement with the purchaser of the dwelling.
- Al4.4 When a van is removed from its site prior to the end of the annual holiday site and marina agreement, no refund on fees will be given. Any outstanding fees must be paid prior to the removal of the van.

A14.5 The sale of dwelling does not include transfer of the site occupancy and does not entitle the new occupant to the holiday park and marina annual site agreement.

Trees, shrubs, landscaping and chain sawsA15.1 Removal of, or damage to trees or shrubs is strictly prohibited.

A15.2 Landscaping plans must be lodged with the owner for approval prior to commencing any works

A15.3 No trees are to be chopped for firewood.

A15.4 No trees are permitted to be cut down, pruned or otherwise dealt with unless with the prior approval by the owner.

A15.5 No rope swings or swings of any type are to be attached to trees within the holiday park.

A15.6 No signs or other, are to be attached to any tree with in the holiday park

A15.7 No basketball rings or other leisure appliance are to be attached to any tree with in the holiday park.

A15.8 Chainsaw operation is prohibited in the park at all times unless:

- a) you have sought written permission from the holiday park and marina owner
- b) you can demonstrate that you have an accredited Chainsaw Operations Certificate.
- c) have personal protective equipment (PPE) including hardhat, safety goggles, gloves, ear protection and chainsaw chaps.

A15.9 no greater than I cubic meter of firewood can be stored at any site at any one time.

Any person who breaches any of the items referred to in Rule A15 or attempts to use or threatens to use any such item within the Park will be evicted from the premises and their lease agreement terminated.

Jetties & foreshore shade structures

A16.1 Any such constructions (makeshift or otherwise) on the Jerusalem Creek Marina & Holiday Park land and foreshore land will be allowed subject to the following;

- 1. the jetty meets the standard as approved by the holiday park and marina owner,
- 2. is identified by means of signage indicating that the Jetties belongs to an 3. Occupant from the Jerusalem Creek Marina & Holiday Park (signs available from general store. Fee applies)
- 3. one jetty allowed per site
- 4. the holiday park & marina owner reserves the right to remove and impound jetties & shade structures that are left in the water or foreshore whilst unattended or are deemed by the holiday park & marina owner to be unsafe. Penalty fees apply.
- 5. one shade structure per site, no more that 3mtrs x 3mtrs facing the water on the foreshore.
- 6. shade structures larger than 3mtrs x 3mtrs and are going to be shared must be turned around so that only 3 meters of water frontage is taken up.
- 7. your site number is to be clearly displayed on the shade structure whilst located on the foreshore
- 8. you are only permitted to leave your shade structure or jetty on the foreshore whilst you are at the holiday park and display the intent to use.
- 9. if you leave the holiday park for over 24 hrs you must remove your jetty and shade structure
- 10. regular week end holiday park use does not entitle you to leave your jetty and shade structure on the fore shore throughout the week and must be taken down.
- 11.for the period that the occupant uses the site for holiday purposes if you leave the and can show the intent to use the jetty.
- 12. you must remove your jetty and shade structure when directed to do so by the owner
- 13. not to set up any shade structure or jetty with in 15 meters on either side of a houseboat or the holiday park water pump feed jetty.
- 14. If you have multiply water craft you must be able to display the intent to use, consideration will always be given to other occupants if you cannot display the intent to use and you will be ask to remove excess water craft to allow other occupants water access.
- 15. Xmas exemption, the park owner will allow park occupants a 7 day exemption prior to December 25th to set up shade structures and jetties on the foreshore providing the following is met
- a) You have requested an xmas exemption for early set up by contacting the owner
- b) Your arrive for you holiday and are occupying your site by the 26th December
- c) You have met all the condition as set out in rules A16

BOTTLED GAS and Gas installations

A17.1 All occupants must ensure that any bottled gas cylinders stored on the occupant's site or houseboat is stored in accordance with the current requirements of the Office of Gas Safety under the Gas Safety Act 1997 and the Australian Standard (AS5601) gas installations and Victorian Standards AS/NZS5601.1:2013 (Part 2: gas installations in caravans and boats for non-propulsive purposes) that all gas bottle connections comply with the relevant requirements.

A17.2 Occupants will be required to provide proof that for additional gas instillations, (that is:

A17.2 Occupants will be required to provide proof that for additional gas instillations, (that is: additional to the original caravan manufacturing specifications), meet the currant AS/NZS 5601.1:2013 standards and any further works to be commissioned must be completed by a licensed gas installer and a copy of the installation certificate is provided to the main office at JCMHP. A17.3 All houseboats are required to be gas compliant to the standards as set in the AS/NZS 5601.1:2013 standards,

A17.4 The holiday park and marina owner can disconnect or remove without the occupants approval the gas source if;

- a) the occupant cannot produce a gas fitting compliance certificate
- b) the appliance or connections have not been carried out by a licensed gas fitting plumber
- c) the Australian Standard AS5601 (Gas Instillations Part 2: gas installations in caravans and boats for non-propulsive purpose) is in breach
- d) remove open flue gas heaters and destroy (open flue gas heater are illegal in Victoria) A17.5 JCM&HP will only supply LPG gas cylinders to sites and houseboats holding a certificate of compliance. Evidence of certification needs to be shown before delivery will take place. The State Gas regulator "Energy Safe Victoria" can enter the premises and spot check installations. For sites / house boats found to be non-compliant Energy Safe Victoria may elect to issue a probation notice disconnect supply.

Prohibited Items

A18.1 The following items are absolutely prohibited from the holiday park and marina

- a) firearms or imitation firearms of any kind, including air rifles, air guns and pellet type guns
- b) crossbows, and bows and arrows
- c) fireworks, fire crackers or any other item of that nature
- d) Illicit drugs

A18.2 Any person who brings any of the items referred to in Rule A 18.1 into the holiday park or marina or uses, attempts to use or threatens to use any such item within the holiday park or marina will be evicted from the premises and their lease agreement terminated.

Work on the Vessel

The houseboat owner and their invitees shall conduct works 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 of 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.

Al9.1 prior to any works being carried out on a houseboat the house boat owner and or appointed subcontractor must inform the holiday park and marina owner of the nature of work to be conducted.

A19.2 no works are permitted to be carry out on vessels unless the holiday park and marina owner has been provided with or is satisfied with;

- a) all contractors and houseboat owners are to be inducted to JCMHP safety plan.
- b) houseboat owners conduct works to vessels at their own risk and indemnify JCMHP
- c) certificates of competency and public liability insurance coverage up to 20 million for sub-contractors.
- d) detail of the schedule of works
- e) time frame estimation of works.
- f) Job Safety Analysis (JSA) has been conducted and a copy of the JSA provide g) chemical utilized and copy of material safety data sheets (MSDS)
- h) accidents or near misses must be reported
- i) adhere to JCMHP requirements as directed from time to time
- Al9.3 Such work can be done to vessels either on the bank within the marina or beside the work platform, provided that the marina occupant is present or has arranged for the holiday park and marina owner to move the vessel from the marina;
- Al9.4 No major repairs to vessels may be undertaken in the marina, due to noise, dust and general inconvenience to other marina occupants. Those repairs can only be performed when the vessel is moored to the bank or work platform.
- A19.5 all works carried out by the marina occupant or outside contractor must be carried out in accordance with the relevant regulations as required by Work Safe Victoria and as directed by the holiday park and marina owner.
- Al9.6 If vessel is in dry dock or on hard stand no occupants are to be permitted other than who is conducting the works to be onsite.
- Al9.7 Whilst the vessel is in dry dock or hard stand you are not permitted to stay on the vessel overnight and will need to make other arrangements for accommodation.

Additional Water Craft, Trailers & Storage (applicable to houseboat owner only)

- A20.1 Runabouts, jet skis and ski boats are to be moored across the stern of the houseboat and not at the side of the houseboat
- A20.2 Runabouts and ski boats must be covered and be water tight if moored to the stern of the houseboat and left for a long duration
- A21.3 If leaving your water craft on site it must be left in the trailer park parking area located behind the work shop
- A21.4 Over busy periods only trailers attached to vehicles are to be left in the marina parking areas.
- A21.5 Due to the fluctuating water levels marina parking may change from time to time. Occupants and their visitors must park as directed
- A21.6 JCMHP does not facilitate the long term storage of jet skis and power boats. Short term parking is permissible and all vessels and trailers are to be placed in the short term vessel parking area located behind the work shop. JCMHP will not accept any responsibility what so ever for vessels left with in our facility unattended by the owners.

Allocation of Berths

Berths at the Marina are allocated by the holiday park and marina owner and are not to be sublet. The holiday park and marina owner may elect to reposition a houseboat at its own discretion at any time.

Relocation

A22.1 For safety reasons, a vessel may be relocated by the holiday park and marina owner without prior notice and charge a fee applicable to do so

A22,2 The holiday park & marina owner reserves the right to move a houseboat to another marina pen if deemed necessary, (e.g. in an emergency or when water levels drop), without prior consent of the occupant.

Operating the Vessel

A23.1 Only the marina occupant and the other marina users who are competent may operate a vessel to and from the marina pen

A23.2 Any vessel being used by persons without the marina occupant being present must be moved to and from the marina by the holiday park and marina owner. This is to protect neighboring vessels and the marina from potential damage caused by inexperienced drivers. Furthermore, insurance will not cover undesignated drivers (the marina occupant), and any resulting damage could cause unnecessary cost to the marina occupant.. The holiday park and marina owner will not allow entry to such visitors without prior notice from the marina occupant and an arrangement for marina staff to relocate the vessel for a nominal fee.

Marina Parking

Parking of vehicles must be within the signposted areas. Under no circumstance are you allowed to park or block access to marina walk ways or entry points. The entry must be left clear for emergency services such as Fire, Ambulance or Police.

Marina Winch Barrels

Marina occupants are not to interfere with the winch cable tensioning barrels under any circumstance. Winch barrels are not to obstructed with trolleys or other items that interfere with the safe access of JCMHP staff.

A25 Air B&B and subletting your Houseboat

Ilt is a breach of the terms of the Holiday Park & Marina agreement to sublet your houseboat or site, furthermore it is a breach of your Goulburn Murray Water (GMW) houseboat licence agreement and breaches Australian Maritime Law. Any marina occupant found subletting their houseboat will be referred to GMW and Australian Maritime Authority (AMSA) on the first instance. In Addition the owner may consider terminating the Holiday park and Marina agreement.

RULES SPECIFIC TO OCCUPANTS OF LONG TERM HOLIDAY PARK SITE AND MARINA PEN.

All such occupants must, with respect to:

- B1 The payment of site fees and other charges.
- B1.1 Pay a seasonal site fee in advance or otherwise as agreed to by the holiday park and marina owner
- B1.2 Pay the annual site fee either annually, half yearly or quarterly in advance
- B1.3 Pay visitors fees for any occupants other than the nominated persons whose occupancy fee is incorporated in the annual or seasonal site fee in advance of the visitors occupancy.
- B1.4 Pay electricity accounts, if applicable, within 7 days.
- B1.5 Pay sewerage and water accounts, if applicable, within 7 days.
- B2 The maintenance and modification of sites and dwellings
- B2.1 Ensure that any lawn or garden on their site is maintained in a manner that does not detract from the general standard of neighboring sites.
- B2.2 Ensure that the space beneath their dwelling is bordered, screened or managed in such a way as to not detract from the general standard of neighboring sites.
- B2.3 Ensure that trees on, or bordering, their site are adequately watered.
- B2.4 Not establish a garden without the holiday park and marina owner's approval. (The holiday park and marina owner reserves the right to veto any plans for gardens if in the opinion of the holiday park and marina owner such plans are inconsistent with the general style of garden adopted in the holiday park.)
- B2.5 Maintain any garden on their site such that it does not detract from the general standard of neighboring sites.
- B2.6 Upon vacating the holiday park, if so desired by the holiday park and marina owner, remove any structural alterations, (including gardens), 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.
- B2.7 Not plant any trees unless done so with the understanding that the tree shall be a gift to the holiday park and marina owner should the resident vacate the site.
- B2.8 Not extend, alter, modify or attach any fixtures to any site or dwelling within the holiday park without first obtaining the holiday park and marina owner's approval.
- B2.9 Occupants are required to complete the holiday park development controls application form and give the holiday park and marina owner a written plan and specifications of any repair, maintenance or improvement to the site or moveable dwelling for prior approval before the commencement of any work
- B2.10 Any works carried out by the occupant must be carried out in accordance with the relevant regulations as required by Work Safe Victoria and as directed by the holiday park and marina
- B2.11 Other Structures such as outdoor showers or outdoor toilets and free standing carports are strictly forbidden.

HOLIDAY PARK AND MARINA POLICIES

The following policies are provided for the information and benefit of occupants and their visitors.

Rent, site fees and other charges.

All accommodation and site fees are reviewed 6 monthly on the 1st of July and the 1st of January each year. The holiday park and marina owner will however honor any prices quoted at the time of a booking and any prices referred to in a current annual publication which has been supplied with a price list by the holiday park and marina owner.

Electricity, if applicable, will be charged for at the rate set by the relevant authority from time to time, currently Tariff GD.

Debit Collection & Recovery of unpaid money

In the event that the Occupant fails to make any payment payable pursuant to the payment terms or breaches any of the schedule obligations or agreements, the Occupant shall be in default.

The Holiday Park and Marina Owner may charge interest on all amounts not paid by the Occupant within the term for payment at a rate of 2.0% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic.) as at the date of the default, per calendar month calculated from the due date and accruing daily there from until the date of payment.

If the Occupant is in default the Occupant must reimburse and indemnify the Holiday Park and Marina Owner from and against all expenses, costs and disbursements incurred by the Holiday Park and Marina Owner in pursuing the debt including all reasonably charged legal costs on a "solicitor and own client" basis and the fees charged to the Holiday Park and Marina Owner by any mercantile agency. If the Occupant fails to pay any amount by the due date, the Holiday Park and Marina Owner may at its sole discretion:

- a) cancel all access to the Holiday Park and Marina;
- b) change credit payment terms including require cash prepayment for any further services provided;
- c) provide to a credit reporting agency details of the payment default;
- d) commence legal proceedings against the Occupant (and any guarantors) for all outstanding amounts, interest and costs:
- e) decline to supply any services to the Occupant and terminate this and any other agreement with the Occupant; and;
- f) exercise any other rights at law including pursuant to the Personal Property Security Act 2009

6.4 A certificate of debt signed by a representative from the Holiday Park and Marina Owner shall be prima facie evidence and proof of money owing by the Occupant to the Holiday Park and Marina Owner at the time of the certificate

The making and abatement of noise

As indicated in the park rules there may be circumstances where the rule with respect to the making and abatement of noise need not be strictly applied. Circumstances which come to mind might include special celebrations, group functions and entertainment. Such occasions may be planned by the holiday park and marina owner or alternatively a holiday park occupant. In the case of the latter full consultation with the holiday park and marina owner is expected such that any parameters may be mutually agreed and the privilege not subject to abuse. At all times the privacy and peace and quiet of uninvolved occupants must be considered.

Visitors

Within reason, occupant's visitors are welcome in the holiday park. Occupants must accept responsibility for their visitors. There is no charge for day visitors staying 3hrs or less. Visitors staying more than 3hrs but leaving before 10pm are required to pay a day visitor fee. Visitors staying overnight are required to pay an overnight visitors fee. It is expected that day visitors will vacate the holiday park by 10.00pm or they will be considered as overnight guests should they choose to stay beyond 10.00pm.

Park occupants who anticipate having a visitor stay overnight must, when registering their visitor in accordance with the park rules, pay the appropriate fee. The overnight visitor's fee is that which applies for additional occupants of sites or dwellings as set by the holiday park and marina owner from time to time.

Grievances

It is the caravan park owner's policy to listen to or raise grievances in private, during office hours, at the caravan park office or at another time and place by arrangement. There is an expectation that an attempt has been made to resolve any dispute between occupants, in accordance with the park rules, prior to the caravan park owner's involvement. The caravan park owner will seek to have disputes settled in a manner acceptable to all concerned but at times will be required to make a judgment with respect to a breach of duty by an occupant. In the case of a nonresident occupier a breach may result in the caravan park owner terminating any agreement to provide accommodation. A breach of duty by a resident will be dealt with in accordance with the relevant provisions of the Residential Tenancies Act.

Disciplining of Children

Children who misbehave in the playground or the holiday park and marina generally will normally be reminded of what constitutes acceptable behavior before any other action is taken. If a child continues to behave in an unacceptable manner the caravan park owner reserves the right to impose a reasonable sanction on the child. For example the child may be refused use of the playground area for a period of time. It is expected, in accordance with the holiday park and marina rules, that parents will support the holiday park and marina owner with respect to any reasonable sanction imposed.

EMERGANCY 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