



# Jerusalem Creek Marina & Holiday Park

## INFORMATION, RULES AND POLICIES

(Revision May 2022)

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.

Park Owner (initial here) \_\_\_\_\_ Principal Occupant/s (initial here) \_\_\_\_\_ (Date) \_\_\_\_\_

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## INTRODUCTION

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 2020, 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

**Bruce Vance**  
General Manager  
*Jerusalem Creek Marina & Holiday Park*

Phone 03 5774 2585 Fax 03 5774 2798 Email [info@jerusalemcreek.com.au](mailto: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
Police Station (Alexandra)	.....000 / 5772 1040
Water Police	.....000 / 1800 223 022
Crime Stoppers	.....1800 333 000
State Emergency Service (SES)	.....13 25 00
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
Poisons Information Centre	.....13 11 26
Jerusalem Creek Marina & Holiday Park	.....03 5774 2585
Jerusalem Creek Marina & Holiday Park (after hours emergency only, ring 000 first)	.....0418 630 530
Goulburn Murray Water	.....1800 064 184
VIC Roads	.....13 11 70
RACV / Towing	.....13 11 11 / 5774 2727
Plumbing	..... (Bromley Plumbing) 0418 325 402
Electrical	..... (Sunnyboy Electrical) 0498 196 986
Vet (Taggerty)	.....0403 012 996 / 5773 2331
Wild Life Shelter – Shelly Stafford	.....0419 584 099

# GENERAL DUTIES OF ANNUAL HOLIDAY SITE OCCUPANTS HOLIDAY PARK AND MARINA

General duties of holiday park and marina annual site occupants are prescribed in the Residential Tenancies Act 2020. 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 non-resident occupiers. This duty statement thus forms part of any agreement between the holiday park and marina owner and any non-resident 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; and
- 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 fees

- 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 earthmoving 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-
  - a) provide 24 hour vehicular access for all occupants to all sites; and
  - b) provide 24 hour access for all occupants to the holiday park and marina
  - c) provide access to the communal toilet and bathroom facilities; and
  - d) 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-
  - a) keep the common areas, gardens, roadways, paths and recreation areas in the holiday park and marina clean and in a safe condition; and
  - b) arrange for the collection of occupant's garbage (general household waste only) from the holiday park and marina
  - c) 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.

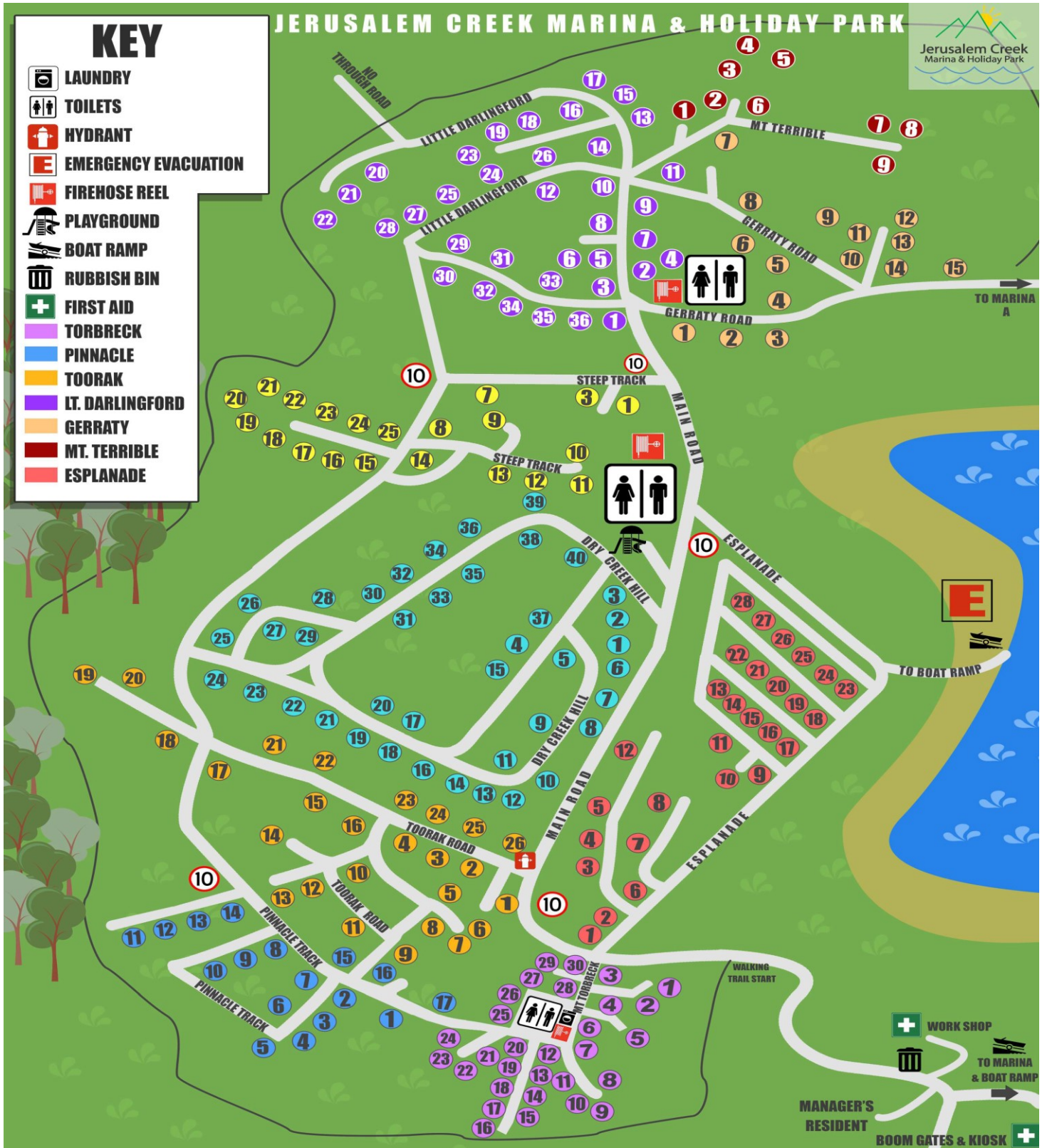
The holiday park and marina owner must give a copy of the holiday park and marina rules to the principal occupant of the site.

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 they 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 2020 is available for reference by occupants at the holiday park and marina's main office and also on the holiday park and marina website.

# Park Map





# RULES APPLICABLE TO ALL OCCUPANTS AND THEIR VISITORS

*All Holiday Park and Marina Occupants and their visitors, with respect to:*

## *A1 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

## *A2 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 one motor vehicle 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 on the occupants site or as directed by the owner.
- 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, vessel or towable into the holiday park without the prior written consent of the holiday park and marina owner.
- A2.6 Not drive or ride unregistered vehicles, including ATVs and golf carts 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 motorbike within the holiday park.
- A2.11 Recreational riding of motorbikes 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 JCMHP does not facilitate the long term storage of Vessels and PWC's. Short term parking is permissible and all vessels and trailers are to be placed in the short term vessel parking area located behind the workshop. JCMHP will not accept any responsibility whatsoever for vessels left within our facility unattended by the owners.
- A2.18 If you elect to leave your Vessel or PWC at JCMHP longer than the permitted nightly stay, "(clause 8.1 of the schedule) and the vessel or PWC is required to be stored at a location other than your holiday site or Houseboat ", Long Term boat storage fees apply.

### *A3 Quad Bikes, ATV's, Electric Scooters, Sedwegways, and Golf carts*

- A3.1 Quad Bikes are prohibited from being used within the boundaries of Jerusalem Creek Marina & Holiday Park.
- A3.2 ATV and Golf Carts are permissible providing that the occupant displays and provides the owner proof of registration either full registration or recreational registration.
- A3.3 All rules subject to (A2) apply to ATV's and Golf Carts
- A3.4 If your motorised scooter or Segway,
- is powered by a petrol motor; OR
  - has an electric motor with a power output of greater than 200 watts; OR
  - has a speed capability of greater than 10 km/h
- then it **cannot** be legally used on a road or any road related areas, including footpaths, shared paths or public areas (unless it meets the standards for registration and is registered). The fine for riding an illegal device in a public area is \$909. Other penalties may also apply.

#### *A4 The disposal of refuse*

- A4.1 Wrap garbage before placing it in the bins.
- A4.2 Not use the holiday park and marina garbage disposal facilities for the disposal of anything other than normal household refuse.
- A4.3 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.
- A4.4 No littering of any rubbish (including cigarette butts) is permitted.
- A4.5 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.
- A4.6 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.

#### *A5 The keeping of pets and wildlife*

- A5.1 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.
- A5.2 Dispose of any animal wastes promptly and appropriately.
- A5.3 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.
- A5.4 Not leave a pet unattended. Dogs and pets must-
  - a) be on a lead
  - b) have access to a shelter and shade.
  - (d) be provided with adequate food and water.
- A5.5 Keep their pet under control at all times.
- A5.6 Not allow a pet to be in or near the park's communal facilities.
- A5.7 Not allow a pet to enter a hired dwelling.
- A5.8 Ensure that cats are neutered and wearing a bell unless they are confined at all times.
- A5.9 Not allow a pet to be a nuisance or cause distress to other park and marina users.
- A5.10 Dogs must be walked on leads at all times, and under no circumstances are dogs allowed to roam freely within the park or marina.
- A5.11 Not allow a pet to be tied up on any part of the general stores doorways or on the timbered front deck area.

- A5.12 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.
- A5.13 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.

### *A6 The playing of games and other sporting activities*

- A6.1 Not play ball games in the playground, in or around the amenities block or within close proximity of a dwelling.
- A6.2 Use playground equipment in the proper manner and in accordance with any rules specific to particular apparatus.
- A6.3 Playground hours of operation are 9.00 a.m. to 7.00 p.m.
- A6.4 Not to smoke within 10 metres of children's playground equipment that is an outdoor public place.

### *A7 The use and operation of communal facilities*

- A7.1 Not to smoke within 10 metres of the amenities block, laundry or general store.
- A7.2 Not to bring glassware into amenities block, laundry or on the lakes foreshore area.
- A7.3 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 non-compliance.)
- A7.4 Not erect a private clothesline other than a small temporary line which is not within obvious view of other park users.

### *A8 The supervision of children*

- A8.1 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.
- A8.2 Ensure that pre-school aged children are supervised by an adult when using the amenities block or wandering or swimming in the lake.
- A8.3 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.
- A8.4 Parents must ensure that their children (or those in their care and control) wear approved helmets when riding bicycles.
- A8.5 Parents must ensure that their children (or those in their care and control) do not at any time consume or have access to alcohol in any part of the marina or holiday park other than as per the requirements of state law regarding the consumption of alcohol.

- A8.6 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,
- A8.7 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.

### ***A9 Grievances***

- A9.1 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.

### ***A10 Visitors***

- A10.1 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.
- A10.2 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.
- A10.3 No more than 4 visitors are permitted to stay at a site overnight at any one time unless the owner has given the occupant written permission.
- A10.4 Visitors 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.
- A10.5 The principal occupant is responsible for the behavior of their visitors and will be held accountable for any visitor breaching park rules or misconduct.

### ***A11 Fires and compliance***

- A11.1 Fires are permitted only in properly constructed pits no less than 50cm x 50cm x 30cm deep and must never be left unattended.
- A11.2 At all times a responsible person over the age of sixteen (16) years must be in attendance while a fire is burning;
- A11.3 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 day;
- A11.4 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.
- A11.5 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.
- A11.6 Fires must comply strictly with CFA regulations, including as determined by the Local council the fire restriction period.
- A11.7 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

***A12 General conduct***

A12.1 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.

***A13 The maintenance of and modifications to sites or dwellings and ablutions.***

- A13.1 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, this also includes Solar Power Installations. 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 for any breach.
- A13.2 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) Regulations 2021.
- A13.3 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 including Solar Panel and Electrical Connections at the site or moveable dwelling for prior approval before the commencement of any work.
- A13.4 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
- A13.5 No development works are to be conducted on Long weekends, school holidays or during the period of 15th December through to 31st January.

- A13.6 No development works are to commence before 9am and must cease by 6pm
- A13.7 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.
- A13.8 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)
- A13.9 Outdoor toilets such as thunder boxes, site toilets or anything similar is strictly forbidden.

#### ***A14 Insurance***

- A14.1 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 Annual Holiday Site 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

#### ***A15 Sale or removal of vans***

- A15.1 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 annexure, 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 to the holiday park and marina owner with respect to the prospects of entering into an agreement enabling them to occupy the site.
- A15.2 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.
- A15.3 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.
- A15.4 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.

A15.5 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.

### ***A16 Trees, shrubs, landscaping and CHAINSAWS***

A16.1 Removal of, or damage to trees or shrubs is strictly prohibited.

A16.2 Landscaping plans must be lodged with the owner for approval prior to commencing any works.

A16.3 No trees are to be chopped for firewood.

A16.4 No trees are permitted to be cut down, pruned or otherwise dealt with unless with the prior approval by the owner.

A16.5 No rope swings or swings of any type are to be attached to trees within the holiday park.

A16.6 No signs, solar panels or other, are to be attached to any tree within the holiday park

A16.7 No basketball rings or other leisure appliance are to be attached to any tree within the holiday park.

A16.8 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.

A16.9 No greater than 1 cubic meter of firewood can be stored at any site at any one time.

### ***A17 Jetties & foreshore shade structures***

A17.1 Any such constructions (makeshift or otherwise) on the Jerusalem Creek Marina & Holiday Park land and foreshore land will be allowed subject to the following;

- a) the jetty meets the standard as approved by the holiday park and marina owner,
- b) is identified by means of signage indicating that the Jetties belongs to an Occupant from the Jerusalem Creek Marina & Holiday Park (signs available from general store. Fee applies)
- c) one jetty allowed per site
- d) 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.
- e) one shade structure per site, no more than 3mtrs x 3mtrs facing the water on the foreshore.

A17.2 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.

A17.3 Your site number is to be clearly displayed on the shade structure whilst located on the foreshore



- A17.4 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.
- A17.5 If you leave the holiday park for over 24 hrs you must remove your jetty and shade structure
- A17.6 regular weekend holiday park use does not entitle you to leave your jetty and shade structure on the foreshore throughout the week and must be taken down.
- A17.7 you must remove your jetty and shade structure when directed to do so by the owner
- A17.8 not to set up any shade structure or jetty within 15 meters on either side of a houseboat or any marina, marina work barge and docking jetty's.
- A17.9 If you have multiple watercraft 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 asked to remove excess watercraft to allow other occupants water access .
- A17.10 Xmas exemption, the park owner will allow park occupants a 7 day exemption prior to December 25<sup>th</sup> to set up shade structures and jetties on the foreshore providing the following is met
- a) You have requested a Xmas exemption for early set up by contacting the owner
  - b) Your arrival for your holiday and are occupying your site by the 26<sup>th</sup> December
  - c) You have met all the conditions as set out in rules A16

## ***A18 BOTTLED GAS and Gas installations***

- A18.1 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.
- A18.2 Occupants will be required to provide proof that for additional gas installations, (that is: additional to the original caravan manufacturing specifications), meet the current 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.
- A18.3 All houseboats are required to be gas compliant to the standards as set in the AS/NZS5601.1:2013 Standards,
- A18.4 The holiday park and marina owner can disconnect or remove the gas source without the occupants approval 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 Installations 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 heaters are illegal in Victoria)

A18.5 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 / houseboats found to be non-compliant Energy Safe Victoria may elect to issue a probation notice and disconnect supply.

## ***A19 Prohibited Items***

- A19.1 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
  - e) Quad Bikes
- A19.2 Any person who brings any of the items referred to in Rule A 19.1 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.

## ***A20 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.*

- A20.1 prior to any works being carried out on a houseboat the houseboat owner and or appointed subcontractor must inform the holiday park and marina owner of the nature of work to be conducted.
- A20.2 no works are permitted to be carried 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 who conduct works to vessels do so 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 provided to the owner

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

A20.3 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;

A20.4 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.

A20.5 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.

A20.6 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.

A20.7 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.

### *A21 Additional Water Craft, Trailers & Storage*

A21.1 Runabouts, jet skis and ski boats are to be moored across the stern of the houseboat and not at the side of the houseboat

A21.2 Runabouts and ski boats must be covered and be water tight if moored to the stern of the houseboat and not be left for a long duration.

A21.3 Over busy periods only trailers attached to the tow vehicle are to be left in the marina parking areas.

A21.4 Over busy periods empty trailers can be left in the trailer car park located behind the main workshop providing the trailer is clearly marked and the owners name and houseboat name is attached. The marina manager or administration office must be notified prior to doing this This is strictly for short storage term only

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 Vessels and PWC's. Short term parking is permissible and all vessels and trailers are to be placed in the short term vessel parking area located behind the workshop. JCMHP will not accept any responsibility whatsoever for vessels left within our facility unattended by the owners.

A21.7 is five (5) knots. The harbor boundary is marked with yellow buoys

A21.8 Driving into or parking in the marina area is not permitted unless the user is an authorised marina occupant.

- A21.9 Parking in front of marina walkways is strictly forbidden. This area is kept clear for emergency services vehicles only.
- A21.10 Marina occupants will abide by the directional signage for car parking as erected from time to time.
- A21.11 If you elect to leave your Vessel or PWC at JCMHP longer than the permitted nightly stay, "(clause 8.1 of the schedule) and the vessel or PWC is required to be stored at a location other than your holiday site or Houseboat ", Long Term boat storage fees apply

## *A22 Allocation of Berths*

- A22.1 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.

## *A23 Relocation*

- A23.1 For safety reasons, a vessel may be relocated by the holiday park and marina owner without prior notice.
- A23.2 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 change), without prior consent of the occupant.

## *A24 Operating the Vessel*

- A24.1 Only the marina occupant and the other marina users who are competent may operate a vessel to and from the marina pen
- A24.2 The marina occupant must at all times act responsibly and ensure that neighboring vessels are not put at risk 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..

## *A25 Marina Parking*

- A25.1 Parking of vehicles must be within the signposted areas which change from time to time. Under no circumstance are you allowed to park or block access to marina walkways or entry points.

***The entry must be left clear for emergency services such as Fire, Ambulance or Police.***

Common sense must be exercised when parking on the lake bed under the full supply level, often the lake bed is soft and slippery resulting in vehicles losing control or becoming bogged. JCMHP does not facilitate a recovery service for occupants vehicles that become stuck.

## *A26 Marina Winch Barrels*

- A26.1 Marina occupants are not to interfere with the winch cable tensioning barrels under any circumstance. Winch barrels are not to be obstructed with trolleys or other items that

interfere with the safe access of JCMHP staff.

### ***A27 Air B&B and subletting your Houseboat or Holiday Park Site***

- A27.1 It is a breach of the terms of the Holiday Park & Marina agreement to sublet your houseboat or holiday park site and this practice is deemed an essential breach of the annual agreement
- A27.2 Houseboat owners who sublet their houseboats are in clear 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.

### ***A28 Solar System Installation***

Under Victorian law, the wiring associated with the connection of solar panels to the customers' Low Voltage Electrical System is electrical installation work and can only be performed by licensed persons. A certificate of electrical safety is required so that the licensed person takes responsibility for the compliance of the entire wiring system – including low voltage (LV) and extra low voltage (ELV) – to AS/NZS 3000,

- A28.1 A licensed electrician must install any electrical equipment that normally operates at a voltage greater than extra low voltage (ELV), that is, 50V ac or 120V ripple free dc in an electrical installation.
- A28.2 Electrical equipment is defined as any appliance, wire, fitting, cable, conduit or apparatus that generates, uses, conveys or controls (or that is intended to generate, use, convey or control) electricity.
- A28.3 An electrical installation is electrical equipment that is fixed or to be fixed in, on, under or over any land but does not include a supply network that is owned or operated by a major electricity company. All electrical equipment that operates at a voltage greater than ELV must be installed and connected by a licensed electrician.
- A28.4 Occupants must not erect any Solar Power Installations on the site or in the holiday park without the prior consent of the holiday park and marina owner.
- A28.5 Occupants must complete the site works application form for approval by the park owner before any works are to take place.
- A28.6 Solar Panels are not to be attached to any tree.
- A28.7 Solar Panels must only be attached to the roof structure of flyover structure of the occupants site.  
No free standing solar panels are permitted.
- A28.8 Existing installations are required to be brought up to park standards as directed by the owner

*A29 Violence, belligerent, quarrelsome and contentious behaviour.*

Any behaviour that is Violent, belligerent, quarrelsome or contentious will not be tolerated whatsoever. On the first instance the annual agreement will be terminated followed by eviction.

- Violence means to use force so as to injure, abuse, damage or destroy
- Belligerent means having an aggressive or fighting attitude
- Quarrelsome means to quarrel in a petty manner
- Contentious means likely to cause disagreement or argument

A29.1 The principal occupant is responsible for the behaviour of their visitors and will be held accountable for any visitor breaching park rules or misconduct.

## B. RULES SPECIFIED FOR OCCUPANTS OF Annual Holiday site agreement.

***All such occupants must, with respect to:***

### ***B1 The payment of site fees and other charges.***

- B1.1 Pay an annual site fee in advance or otherwise as agreed to by the holiday park and marina owner.
- B1.2 Pay visitors fees for any occupants other than the nominated persons whose occupancy fee is incorporated in the annual site fee in advance of the visitors occupancy.
- B1.3 Pay electricity accounts, if applicable, within 7 days.
- B1.4 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 neighbouring 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 neighbouring 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 neighbouring 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 occupant vacate the site.
- B2.8 Not extend, alter, modify or attach any fixtures including Solar Panels 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 owner
- 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 1<sup>st</sup> of July and the 1<sup>st</sup> of January each year. The holiday park and marina owner will however honour any prices quoted at the time of a booking or signing of an annual holiday site agreement 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.

## **Debt collection and 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 pre-payment 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 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.

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 breach may result in the caravan park owner terminating any agreement to provide accommodation. A breach of duty by a occupant 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.

# Acknowledgement of PARK RULES

By Signing this document you acknowledge that **YOU** have read and understood the holiday park rules and **YOU** and your **GUESTS** will abide by our park rules and for breaching the said park rules by **YOU** or your **GUESTS** your Annual Holiday Park Agreement will be terminated in writing.

When the agreement is terminated the Principal Occupant must immediately vacate the Site and remove all of the Occupants' property including the Dwelling from the Site and, in any event, leave the Site in a clean and tidy condition.

Signed by the principal Occupant

X.....

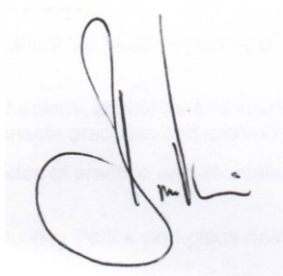
Print Name

X.....

Date

X.....

Signed by or on behalf of the Owner

A handwritten signature in black ink, appearing to read 'Bruce Vance', is written over a light blue horizontal line.

Print Name

***Bruce Vance***

General Manager Jerusalem creek Marina & Holiday Park PTY LTD

Date

1<sup>st</sup> May 2022