

The purpose of this document is to ensure existing and potential Holiday Van Occupancy Agreement holders have access to information about:

- Legislative requirements and Holiday Haven park rules.
- The terms and conditions of Holiday Van Occupancy Agreement.
- The site they occupy/propose to occupy
- Planned changes in relation to the future use of the site.

### **Introduction**

Holiday Haven is a group of twelve (12) holiday parks located in the Shoalhaven and is a business unit of Shoalhaven City Council. The parks are located on crown land and Shoalhaven City Council is the Crown Land Manager. Ten holiday parks within Holiday Haven provide long term casual (holiday van) sites.

Holiday vans are moveable dwellings (caravan and annexes or cabins) located in holiday parks, and owned by a person/s. All vans are required to enter into a written occupancy agreement which sets out the terms and conditions of having a holiday van. The arrangements for Holiday Vans are subject to the provisions of the Holiday Parks (Long Term Casual Occupation) Act 2002. Occupancy agreements issued for Holiday Haven long term casual holiday van sites are limited to a fixed term of 12 months.

As Holiday Haven Parks are improved in line with the Business Plan and Concept Development Plans this may impact the current number and location of long-term casual holiday vans sites throughout Holiday Haven.

### **Holiday Van Management**

Holiday Haven have adopted the following policies and management parameters with respect to the continuing occupancy of long-term casual holiday van sites within Holiday Haven:

- All privately owned holiday vans located on a Park must be authorised by a signed, written Holiday Van Occupancy Agreement.
- There is no guarantee that a new Holiday Van Occupancy Agreement will be offered or executed at the expiry of the fixed term (12 months);
- Holiday Van site fees will be determined by Shoalhaven City Council and reviewed annually and advised in accordance with the provisions of the Holiday Parks (Long Term Casual Occupancy) Act 2002.
- Any Holiday Van owners who have outstanding fees or breach any term of the Occupation Agreement may be issued a Notice of Termination.

- All Holiday Vans within Holiday Haven will be subject to an annual inspection to ensure compliance with the relevant requirements of the Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2021 and the relevant Park rules. Those vans that do not comply with the applicable requirements will be given notice to make the van compliant at their cost or vacate the site.
- When any Holiday Van is installed on any site the installation must comply with the requirements of the Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2021 and the relevant Park rules. Any required applications for approval must be lodged at the Holiday Haven Park office.
- All Holiday Van owners will be notified of proposed changes in writing under the adopted Business Plan and Conceptual Development Plan or any subsequent amendments.
- All Holiday Van sites directly affected by the implementation of the Business Plan and Conceptual Development Plan will be given minimum 90 days' notice of any requirements to relocate or remove their Holiday Van from the Park and return the site to its natural state.
- Any vacant long term casual holiday van sites located elsewhere in the Park which are determined as suitable for Holiday Vans may be made available to, those Holiday Van owners affected by the implementation of the Business Plan and Conceptual Development Plan.
- Where a Holiday Van is being removed from a site it will be the responsibility of the van owner to ensure that the site is returned to its natural state.
- Compensation is not required to be paid to any Holiday Van owner for any costs associated with work required to achieve compliance with the Regulations or Park Rules and/or for any costs incurred in the removal or relocation of their Holiday Van, resulting from the implementation of the business plan and Conceptual Development Plan.
- Shoalhaven City Council maintains the right, at its discretion, to issue a Notice of Termination in accordance with *Part 4, Division 3, Section 40 of the Holiday Parks (Long Term Casual Occupation) Act 2002 No 88, Notice of termination by park owner without any reason.*

### **Holiday Van Sales Strategy**

At the discretion of Holiday Haven, a Holiday Van may be allowed to be sold and remain on the Park but only if;

1. Holiday Haven has provided written consent to the on-site sale of the moveable dwelling as a requirement of the *Holiday Parks (Long Term Casual Occupation) Act 2002*. The granting of such consent will only be considered where:

- (a) the Van and any annex or other associated structure and the installation of such fully complies with the relevant requirements of the Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2021 and any relevant Park rules; and
  - (b) the van fully complies with the requirements outlined in the Holiday Haven Holiday Van Standards for the Installations of Structures.
  - (c) Fees owing in relation to the existing Occupancy Agreement are not in arrears and
  - (d) The van occupies an endorsed long term casual holiday van site, or a vacant endorsed long term casual holiday van site is available for relocation of the holiday van.
2. A current valuation report (not more than 12 months old) issued by a valuer approved by Holiday Haven is submitted to the park management to provide to a potential purchaser.
  3. The seller of the holiday van fully discloses to Holiday Haven all the relevant details including sale price.
  4. The proposed purchaser provides a signed declaration form provided by Holiday Haven, confirming that they are aware of and understand the conditions of Holiday Van site occupancy and that they have read the Holiday Van Management Strategy.
  5. The seller has a current Public Liability Insurance policy on the holiday van.

### **Holiday Van Purchase Strategy**

At the discretion of Holiday Haven, a holiday van may be allowed to be purchased and permitted to remain on site but only if, prior to the sale, the proposed purchaser provides a signed declaration confirming that:

1. Are aware of and understand the conditions of long-term casual holiday van occupancy.
2. They are buying the moveable dwelling only and that the purchase does not include any title to the land which the moveable dwelling occupies.
3. They understand they are required to enter into a Holiday Van Occupation Agreement with a fixed term of 12 months only, subject to the provisions of the Holiday Parks (Long Term Casual Occupation) Act 2002, and that this will not confer any right to the ongoing occupation of any site and that there is no guarantee that a new Occupancy Agreement will be offered at the expiry of the fixed term.

4. They understand that the moveable dwelling cannot be used on the Park for permanent residential purposes; and
5. They may only occupy the van no more than 30 consecutive nights, up to 180 nights per year.
6. Have read the Holiday Van Management Strategy for the park and have obtained or chosen not to obtain independent legal and financial advice regarding the purchase.
7. They agree no more than 2 natural persons over the age of 18 age, are to be named on the occupancy agreement.
8. They agree to provide a recognised National Police Check, for themselves, with no disclosable court outcomes or outstanding matters as a condition of entering into an Occupation Agreement, obtained within 30 days of proposed transfer.
9. They agree to provide a current (within 30 days of proposed transfer) credit check, with a clear record for themselves, from a recognised credit check provider e.g Equifax, illion, Experion.
10. They declare they do not own or have an interest in any other van in any Holiday Haven Park.