

Bonnie Doon's Lakeside Leisure Resort

DISCLOSURE STATEMENT RELATING TO ANNUAL HOLIDAY SITE AGREEMENT

The purpose of this Disclosure Statement is to provide a summary of important information to any prospective Annual Holiday Site Occupants before they accept an offer to enter into an Annual Holiday Site or commit to the acquisition of an unregistrable moveable dwelling located on an Annual Holiday Site at Bonnie Doon's Lakeside Leisure Resort.

If you require further information or have any questions which are not addressed in this Disclosure Statement or the Annual Holiday Site Agreement please feel free to telephone us on 5778 7252 or email us at info@bonniedoonlakeside.com.au

1. How much are the Annual fees?

Details of fees payable under the Agreement are as follows :-

Base fee for	(Waterfront)	\$3,465.00
<u>1st July 2017 – 30th June 2018</u>	(Standard Site)	\$3,360.00

If you choose to pay Quarterly, (Four payments per Year inclusive of Administration surcharge of \$50 per Quarter)

(Waterfront)	\$916.25
(Basic)	\$890.00

The above annual fees include GST, use by two nominated adults, one car pass, sewerage & sullage fee.

Additional Nominated Adult:	\$200.00
Additional Nominated Child:	\$100.00
<i>(Child is 2 to 16 years)</i>	

2nd Gate Proximity Card (Annually)	\$66
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Overnight Guests: (not nominated)	Adult \$19.00 per night & day visit stay
	Child \$ 10.00 per night & day visit stay
	<i>(All guests are inclusive of GST)</i>

Day Visitors:	\$10.00 per adult
	\$ 5.00 per child
	<i>(Day Visitors must vacate the Park by 9.00pm)</i>

All accounts are due and payable within 7 days and the principal Occupants must pay the Site Fees in advance:

A monthly accounting fee of \$30.00 will be charged on outstanding accounts over 30 days and access to the Park and its facilities denied to the Site Holders whose accounts are outstanding for more than 14 days.

Bonnie Doon's Lakeside Leisure Resort advises you should seek independent legal advice prior to signing any Annual Holiday Site Agreement.

2. What other fees or charges must I pay?

You must pay metered services connected to the site such as Electricity and/or Gas and a Quarterly Service Fee. The tariffs and fees are set by the state government and can be altered from time to time by the state government.

Accounts for power and metered gas will be forwarded quarterly and must be paid within 7 days.

3. What Site will I occupy?

Your site will be clearly identified to you.

4. How big is the site?

Sites vary in size and will be measured and clearly identified to you.

5. Will I own the site?

No. You will own the dwelling on the site and have an occupancy right under the Annual Holiday Site Agreement executed between Bonnie Doon's Lakeside Leisure Resort and the principal occupant of the site. You will not own or have any proprietary rights or legal interest to the site or land at anytime.

6. For how long may I occupy the Site?

The Site can only be occupied within the dates specified in the Annual Holiday Site Agreement.

7. Can the site be renewed each year?

No. The Annual Holiday Site Agreement expires on the 30th June each year. The Park Owner may offer the Principal Occupier of the site an opportunity to accept and enter into a new Annual Holiday Site Agreement for the following year within the terms and conditions specified in the Annual Holiday Site Agreement. You should carefully read Clause 13 of the Annual Holiday Site Agreement.

8. Can I live on the site?

No. The Annual Holiday Site Agreement permits holiday occupancy only and any residential living is prohibited.

9. How many nights can the site be occupied?

(a) The permitted occupants can occupy the site for no more than 45 consecutive days

and / or

(b) The permitted occupants can occupy the site for no more than 91 nights per annum.

10. Can the Annual Holiday Site Agreement be terminated?

Yes, but only by the park owner. The principal occupant remains responsible for payment of all fees for the duration of the Annual Holiday Site Agreement. The park owner may terminate the agreement in accordance with clause 6 of the Annual

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(Initials of Principal Occupant/s) _____ Date:- _____

Holiday Site Agreement where the Principal Occupant or invitee has breached the terms of the agreement.

11. Can the principal occupier sell, bequeath or transfer the occupancy?

No. The agreement automatically ends if ownership or title is transferred to another party.

12. What works may I carry out on the site?

No work can be carried out on the site without the express written approval of the park. Where approved by the park and where applicable, compliance with any municipal or state government planning or building requirements is required.

13. What are the arrangements for the parking of vehicles and storage of boats or trailers?

The site fee includes one car per night in the designated area. Extra cars and/or boats will be permitted in the Park on payment of the respective fee but **MUST NOT** be parked on sites. Long term storage of an extra vehicle or boat will be in an area nominated by management at the prescribed rate.

Any vehicles kept for towing boats etc must be registered and have third party insurance.

14. Who may stay in my dwelling?

Only the Principal Occupants and registered guests may stay in the dwelling. Visitors are welcome provided they register at the park reception prior to entering the park and may pay any applicable visitors fees.

15. Are pets allowed?

No. Pets are not permitted in the park.

16. Can the Dwelling on the site be sold and remain on the site?

The Annual Holiday Site Agreement is automatically terminated if you transfer ownership or title of the dwelling. You should refer to Clause 10 of the Annual Holiday Site Agreement and make your own inquiries directly with the Park Owner if you wish to sell the dwelling.

17. Are there any restrictions on visitors coming into the Park?

- (a) The principal occupant must make prior arrangements with, and obtain the consent of the Owner if the dwelling is to be occupied by persons other than the occupants nominated.
- (b) The Owner may charge the occupants additional fees in respect of any visitor who stays in the dwelling.

18. Are there any other rules applicable to annual holiday site occupiers?

Yes. Every caravan park in Victoria is required to have caravan park rules (the park rules). You should ask for a copy of the rules or read the copy on public display.

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