



# LAKE KING WATERFRONT CARAVAN PARK

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## **DISCLOSURE STATEMENT** **ANNUAL HOLIDAY SITES**

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 (UMD) located on an Annual Holiday Site at Lake King Waterfront Caravan Park.

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 contact us.

### **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 Lake King Waterfront Caravan Park 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.

### **CAN THE SITE BE RENEWED EACH YEAR?**

The Annual Holiday Site Agreement expires on the 30<sup>th</sup> June each year. The Park Owner may offer the Principal Occupant 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.

### **HOW MANY NIGHTS CAN THE SITE BE OCCUPIED?**

The annual site fee allows four nominated occupants to use the park and its facilities for up to 89 nights per year, for no longer than 45 consecutive nights at a time.

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

### **CAN THE PRINCIPAL OCCUPIER SELL, BEQUEATH OR TRANSFER THE OCCUPANCY RIGHT?**

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

### **HOW MUCH ARE THE ANNUAL FEES?**

Details of the occupation fees and other charges payable under the Agreement are listed on the Schedule of Fees.

### **WHAT OTHER FEES OR CHARGES MUST I PAY?**

- Water and electricity (one 15amp outlet only) are covered in the Annual fee.
- Dwellings attached to sewerage incur an annual charge.
- Visitors not listed in the Agreement will incur fees for their stay.

All fees and charges are listed in the Schedule of Fees.

### **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.

### **WHAT ARE THE ARRANGEMENTS FOR THE PARKING OF VEHICLES AND STORAGE OF BOATS, CARAVANS or TRAILERS?**

There are no designated parking spaces within the park. Vehicles may be parked on a tent or caravan site, provided it has not been booked for use by a paying guest. Vehicles may need to park outside of the fence line, along Bay Rd. A boat storage area is available, prices of which are listed in the Schedule of Fees.

#### **WHAT FACILITIES ARE INCLUDED?**

All facilities in the park are available to registered Occupants to use during normal business hours.

#### **ARE CHARGES MADE FOR THE USE OF THE FACILITIES?**

There are no charges other than normal site fees for use of the facilities for Occupants. Visitor fees may be payable in advance for use of any facilities and all visitors using the facilities must register at Reception before entering the park.

#### **WHO MAY STAY IN MY DWELLING?**

Only the Occupants listed in the Annual Holiday Site Agreement may stay in the dwelling. Visitors are welcome provided they register at the park reception prior to entering the park and pay any applicable Visitors Fees.

#### **CAN THE DWELLING ON THE SITE BE SOLD ON THE SITE?**

The Annual Holiday Site Agreement is automatically terminated if you transfer ownership or title of the dwelling. It is at the discretion of the park owner to enter into an Agreement with the new purchaser for the dwelling to be able to stay on site. The owner reserves the right to charge a transfer fee on the sale of a dwelling to remain on site.

#### **ARE PETS ALLOWED?**

Yes, provided they are kept attended at all times, do not make a nuisance and are kept on a leash when outside your dwelling. Pets are not permitted in cabins hired out by the park.

#### **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 park rules.