



Park Rules

1. ANNUAL FEES:

All fees are to be paid **in advance** at all times. Fees are to be paid by the 1st of each month (e.g. fees for January are due on 1st January). Fees can be paid by: credit card (a surcharge may apply); direct credit or by cash. Late payment Fees apply.

2. VAN INSURANCE:

All vans must be insured including at least \$10 million public risk liability under clause 63.2 of the Occupation Agreement. The management requires a current copy of the policy to be kept on file. Please ensure that you forward a copy of the current policy or certificate of currency to management each year at renewal.

3. VAN OWNERS:

Annual van owners are able to stay in this park up to 180 days in a 12- month period unless specified otherwise on their lease. No more than 30 days consecutively (must vacate the park for a period of 48 hrs.) unless discussed with management prior to your stay. Your fees entitle you and your immediate nominated family members use of your van up to 6 people (including yourselves). Immediate meaning your dependent children or parents. Nominated meaning the people nominated by you. Their stay will be included in your 180 days usage. Free days do not accumulate from year to year.

You must inform management at least 24 hours prior to coming to your van; this can be done by phone, text message or email. It is a requirement by council, to log all stays in the park. All van owners including immediate family **MUST** sign the Register located in reception **ON ARRIVAL**.

4. OVERNIGHT VISITORS:

ALL non-nominated guests staying with the van owners overnight pay \$12.00 a night per adult, \$6.00 a night per child (under 14). There should be no more than 6 people (including the owners) in your van per night unless otherwise discussed with management prior to stay. These rates may change. Overnight visitors **MUST** report to the office **upon arrival** to register and pay for their stay. If visitors do not pay for their stay, the van owner will be held responsible and charged the visitors fees.

5. DAY GUESTS:

If people are visiting for the day and leaving before 10pm at night please inform management when they arrive. There is no charge for day guests UNLESS the day guest uses the showers, they will be required to pay \$12.00. You are required to inform management of any day guests using showers. Visitor's cars are to be parked in the visitor parking area at the front only. No cars are to park anywhere else in the park for any reason or small amount of time. Guests may also store cars/boats/trailers in the storage area for a fee but must register with the office prior to doing so. You are responsible for your guests and their behavior.



6. VAN VISITORS:

If guests are using your van when you are not here, van owners **must** notify management at least 2 days prior to anyone arriving to use your van, giving permission for management to issue your van key. If management are NOT notified, keys will not be issued. Friends or other family members, not nominated by you, using your van **MUST** check in at the office on arrival. You are not to issue keys directly to anyone staying or visiting your van. All visitors using your van must abide by the park rules, regulations & requirements (you will be held responsible for all visitors to your vans behavior).

A fee of \$35.00 per day will apply for 2 adults & 2 children (under 18 years of age) belonging to those adults. Extra guest's fees are: \$12.00 a night per adult & \$6.00 a night per child. Payment for their stay **MUST** be made on their arrival.

7. KEYS:

A spare set of keys for your cabin is to be left with management. These keys will only be used by management in an emergency or unless requested by van owner for the use of van visitors or tradespeople. A van owner must notify management prior to management issuing keys to anyone. No one other than van owners and management should have a set of keys to your van.

8. VAN SITE:

Power **MUST** be turned off and power cords must be disconnected from the power pole and your van, and water turned off at the end of your stay. Management reserve the right to disconnect your power during maintenance if left on – so **PLEASE** ensure that there is no food etc. left in your fridge. The sites are metered, and the cabin owner is responsible for these charges.

All rubbish should be placed in the bin when you exit the park, your site should be clean and tidy i.e.: only household rubbish should go into the bin. Any furniture, building materials, broken electrical items, bikes etc. should be removed from the park and taken to the tip by the van owner. All cigarette butts & bottle tops should be picked up from your site.

All areas around the outside of vans must be free of rubbish, building materials and any other debris deemed inappropriate by Park Management.

Occupants may not store flammable liquids or chemicals.

Occupants must ensure that goods stored on the site or in the moveable dwelling or associated structure do not create a health or fire risk.

Occupants must ensure that no goods of any type remain outside the dwelling when the occupant is not in residence at the park.

No responsibility will be taken for any theft.

If your site is not clean you will be issued with a warning and given 7 days to clean around your van. Inability to do so will result in Park Management organizing cleaning at the current rate (\$50 per hour as at January 2019) and placing these fees and any tip fees associated with the clean on your account.

A small boat and trailer may be left on your site but must be secured by chain and padlock. No



responsibility will be taken for damage or theft to your boat or trailer left on your site. If land floods or wind gusts occurs while you are not here, all items that are not secured become floating/flying debris and can cause damage to not only your van and others but also can damage power poles and park facilities. It is a requirement of our flood action/emergency plan for all items outside of and under your van to be secured.

9. GARBAGE

Occupants must comply with any instruction given by the park owner for the disposal of garbage, including any instruction regarding separation and packaging of garbage to enable optimum environmental outcomes.

We have bins located at the exit to the park for **domestic waste only**.

You are responsible for removing all other rubbish from the park.

Do not dump on park grounds. If you are caught dumping rubbish on park grounds a termination order and fine may apply.

10. PETS:

Pets are not permitted in the park.

11. VEHICLES:

Your car space is situated on your site. Your car or boat must not be parked anywhere else in the park i.e.; not to be parked on roadside or on any other campsite AT ANY TIME. All visitors and day guests must park cars in the visitor parking area only. We have weekly storage sites available on request.

The speed limit is a walking pace at ALL times. Driving fast in the park will not be tolerated and is a breach of your casual long-term agreement. Ensure your day visitors and guests drive at walking pace if they have to enter the park in a vehicle.

Car washing is prohibited on the park at all times. Water is a precious resource and we would appreciate patrons being water wise at all times.

- a. Occupants must not use any vehicle in any way that is dangerous to other occupants and persons lawfully on the park, or in a manner that may cause damage to their property.
- b. Occupants must not allow any vehicles owned by or in the custody or control of the occupant (including guests and visitors) to be driven or used on the park:
 - At a speed in excess of 10 kph.
 - By an unlicensed driver, including a learner driver.
 - To give driving lessons on the park.
 - For "joy riding" on the park.
 - For the repair or servicing of any vehicle, except in any area designated from time to time by the park owner.
 - Where the driver or passenger(s) is not wholly within the vehicle.
- c. Occupants can only use registered and roadworthy vehicles on the park.
- d. Occupants must comply within 24 hours of being told by the park owner to remove from the park any vehicle or motorcycle or similar which makes excessive noise.

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- e. Unregistered vehicles, including boats are **NOT** permitted in the park without a current form or registration.

12. PARKING:

- a. Occupants must not park any vehicle so that it endangers or is likely to endanger another person or property of any other person.
- b. Occupants must not allow any vehicle, boat or trailer to be parked on any road in the park all vehicles must be a minimum of 1 meter off the road.
- c. Occupants must park any vehicle, boat or trailer on their site only. (1 Car per site unless otherwise arranged because of ample space)
- d. Visitors, guests and contractors must use the visitor parking area to park their vehicles while they are on the park.
- e. When you do not have a car space on your site you must make other arrangements with Management in regards to your parking.
- f. One Boom gate number only will be issued for each site.

You can only park your second car in the visitor's spots at the front of the park during off peak times if you do not have enough room on your site. The visitor parking is for visitors' cars only. During peak times you should keep the number of cars and boats that you bring to the park to a minimum. As we have an excess of cars and boats you must contain all cars, boats, etc. on your site and your site alone. Parking is a big issue at all times but more so at peak times we have a lot of cars and boats in the park with very limited space. Again, storage is for these larger items is available at a small fee but must be registered with the office.

Please remember visitors staying in your van with you are included as part of your van so therefore they should also keep cars and boats that they bring to an absolute minimum, boats should only be bought if they can fit onto your site as your visitors' boats should not be parked in the visitors parking. At peak times if your visitors are staying for a period of time, they may wish to park their vehicles in the storage area at a low fee. This will give visitors access their vehicles easily and ensure the Park is a safer and more open area for all to enjoy. Please adhere to these rules and ensure your car and your visitors' cars are where they are supposed to be.

13. CARE OF THE SITE

Occupants must keep the lawn mown and trimmed and any garden neat and tidy.
Occupants must keep the lawn and any garden free of all weeds and noxious plants.
Occupants must not install a garden without getting the park owner's permission in writing first.
Occupants may install grass of the types out in Schedule 2.
Occupants must not use fixed hoses to water the lawns except when the occupant pays for the water used.

14. AMENITIES BLOCK:



Amenities block should be left in a clean condition when you have finished e.g. no rubbish left in shower recess or powder on the floor. Respect for others is essential.

Playing in and around the amenities block is not permitted.

Please save water where possible and do not have excessively long showers.

No smoking in the amenities block.

Children under the age of 14 are to be always accompanied by an adult.

15. LAUNDRY:

There are washing machines and dryers for your use. Please leave washing machines clean after use and clean filter in dryers of all lint.

Sinks are for soaking and rinsing clothes and should be left clean after use.

Sinks are not for washing up, cleaning fish/seafood, bathing children or cleaning your feet.

16. **NOISE:** - All music after 10pm must be turned off, and all noise should be kept to a minimum at all times & must cease between 12am and 8am. Management should not have to tell you it is after 10pm as you should know what time it is. Consideration to your neighbours and others at all times is a MUST.

Drunkenness, offensive, rowdy behaviour or bad language will not be tolerated under any circumstances. Offenders will be directed to leave immediately. There will only be one warning for the above, if ignored police will be called without hesitation. **You will be held responsible for your guests while they are in the park.** Make sure you inform them of our requirements, if there are any problems a termination notice will be issued to the offender the next day.

Day guests are required to leave the park after 10pm. Your site will be charged a fee if your guests are still in the park after 10pm.

17. FIRES:

The burning of wood fires or pizza ovens is not permitted at any time. Gas patio heaters are permitted and are your responsibility in regards to usage and storage.

18. BALL GAMES:

In consideration to all our guests (and cars & windows), cricket, football, soccer or similar games are not to be played in the park near cabins, caravans or cars. Any accidents that result in damage to persons or property will result in the offender or their parent being liable.

19. BIKES/RECREATIONAL ITEMS:

For safety reasons, bikes are **not** to be ridden after sunset. Children are not to leave bikes or skateboards on roads at any times. **Helmets must be worn** at all times. **Parents are responsible** in ensuring children wear their helmets. The park will not be held liable for any accident/incident whilst bikes/scooters/rollerblades etc. are being ridden in our park. Bikes/scooters/rollerblades etc. are not to be ridden around: amenities block, BBQ area, camp kitchen or through occupied camp sites at any time. Also, they are not to ride between cabins or other semi-permanents

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van/annexes. Motorised ride on cars, bikes or high-powered remote-controlled cars or bikes are not to be used within the park. Water bombs are banned.

The park owner may confiscate any bike, skateboard, scooter or rollerblades or any other recreational equipment used by the occupant or the occupant's family, visitors, or guests, if in the opinion of the park owner:

- The equipment is being used in a manner that is dangerous for the user or other park users or both; or
- the use is not in accordance with the park rules for casual occupants; or
- the use is such as to cause a nuisance; or
- the equipment is being used in areas where the use is not permitted.

The park owner will return any equipment that has been confiscated under this clause within 48 hours of the time the equipment was confiscated.

Confiscation under this rule does not limit the park owner's other rights under the occupation agreement.

Children under the age of 10 may not use the playground equipment unless supervised by an adult.

The pool and camp kitchen areas have CCTV installed.

Please ensure children under the age of 14 are supervised at all times.

The tennis courts are available 9am till dark.

20. CHILDREN

Parents are responsible for their children at all times. Children under the age of 16 are not to be left unsupervised in this park at any time.

No person under the age of 14 years of age may use BBQ facilities. Please ensure children do not play in laundry, camp kitchen, amenities block, around any cabins, caravans, campsites or guests' cars.

Children under 14 years of age **MUST** be accompanied by an adult while using the showers and toilets AT ALL TIMES. Note: the adult is to go into the amenities with the child, NOT stand outside.

21. POOL

A person who is not a competent swimmer may not enter the pool unless accompanied by a competent adult.

Children under the age of 14 must not be in the pool enclosure unless accompanied by an adult who is a competent swimmer.

Unless closed for maintenance, pool hours are from 9am to 6 pm unless otherwise posted on the pool gate.

Running, Bombing, Diving, Pushing and Ducking are not permitted in the pool enclosure.

No alcohol or food may be taken into, or consumed, in the pool enclosure.

Glass may not be taken into the pool enclosure.



The pool and camp kitchen areas have CCTV installed but they do not prevent children from drowning.

When the pool is closed do not enter. Please adhere to all safety signs in and around the pool at all times.

22. OTHER FACILITIES AND AMENITIES

Rules for Use and Time of Use, as posted on or near other facilities and amenities, must be observed.

19. CRIMINAL ACTIVITY

Occupants must not offend against the law at the park or use the dwelling unit for the furtherance of any criminal activity.

20. VANDALISM

Occupants must not commit any acts of vandalism.

21. FIREARMS

Occupants must not carry any firearm or any other weapon at the park.

22. UNLAWFUL DRUGS

Occupants must not use, or be under the influence of, any unlawful drugs or substances.

23. ANTISOCIAL BEHAVIOUR

Occupants must not undertake, participate or be involved in any antisocial behaviour.

24. NOT CARRY ON TRADE OR BUSINESS

Occupants must not carry on any trade or business in the park or from their van or cabin.

25. TENTS

You CANNOT erect tents on your site AT ANY TIME for visitors to stay in, they must book/pay for a separate camp site at the normal fees. If you have friends who need to do this at peak time, you will have to get them to book early as our sites go quickly at peak times (Christmas/Easter/long weekends).

26. WORK HEALTH AND SAFETY (WHS)

(a) Occupants must comply with any directions of the park owner in relation to compliance with the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011.

(b) Any installation, alteration, addition, or repair of the occupant's dwelling may only be undertaken by a licensed tradesperson.

(c) Occupants must ensure that no tradesperson enters the holiday park until that person has provided license, public liability and workers compensation insurance details to the park owner, and until the park owner is satisfied that the person is familiar with any relevant WHS requirements applicable to the park.

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(d) Prior to any additions to your site Council approval must be granted in writing and that document must be provided to park management. Following Council approval, a request must be made in writing to park management before work commences. Once written approval is granted by Park management the work can commence.

(e) We would prefer work to be carried out during the week between 9am and 5pm with management approval. In some instances, we will allow work to be carried out on a Saturday between the hours of 9am and 4pm, this is subject to the manager's discretion. No work will be carried out on Sundays, school holidays or at peak times.

27. RENOVATIONS:

Any additions/renovations always require Council and Park permission. To avoid disappointment please act within the guidelines of the Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2005 prior to commencement to ensure approval. Details can be found at

<https://www.legislation.nsw.gov.au/#/view/regulation/2005/486/full>

and Shoalhaven City Council. Forms may be picked up at the office to help you start. Staff will also assist with lodging your notice of completion.

27. BOATS:

Small boats and tinnies (one only) may be left on your site BUT must be secured to prevent not only theft but also ensure the boat does not become a hazard in the event of a flood. Speed boats and the like should not be left on your site when you are not staying in the park.

Management takes no responsibility for boats left on your site. The boat you leave on your site should be your boat not a friends' or relatives' boat.

28. VAN SALES:

There may come a time when you find that you want sell your cabin. To do this you must first put your intention in writing to management. Please be aware that all van sales and buyer approvals must be handled by the park manager. As per Schedule 1 of the Agreement, an EXIT FEE is payable to the park owner on the sale of your van by the Vendor and an ENTRY FEE is payable to the park owner by the Purchaser.

If you do not wish park management to handle the sale as per park requirements, permission to sell your van in this park as an onsite van will be denied. You can still sell your van but you need to advise that it is NOT an onsite van and that once sold it MUST be removed as the site you were on will become a park site once again.

29. Rubbish:

We have bins located at the exit to the park for domestic waste such as kitchen waste only. You are responsible for removing all other rubbish from the park. Do not dump large items on park grounds. If you are caught dumping rubbish on park grounds a termination order and a \$500 fine may apply.

30. Smoke Alarms:

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All vans must have working smoke alarms fitted.

31. Evacuation:

In the case of an emergency an evacuation assembly point is located at the front of the park.

32. Boom Gate Numbers

Boom gates are there to protect the park, its patrons, and guests. If anybody is seen tampering, trying and using other numbers to try and get into the park. Will be you will be locked out of the park for a period of 30 days.

33. Annuals Vans - Laundry

No Laundries are to be sold or installed within the van or cabins on Annual sites.
We have fantastic laundry facilities within the park.

34. Staff and Management.

The Park will not tolerate staff and/or management being abused, intimidated, threatened or harassed. No exceptions. If any tenant behaves inappropriately, they will be asked to sell their van and leave the park.

Remember, we have rules to protect our community and property.

Please be aware not conforming to all of the above rules is considered a breach of the Long-Term Casual Occupation Agreement which has been signed by all van owners. Breaking this agreement can result in being asked to vacate your site completely with only 14 days notice. So please ensure that you, your family (including children), as well as any persons staying in your van, at any time, and lastly day guests, are fully aware of the park requirements as you are responsible for their behaviour whilst in the park.

Rules, Regulations & Requirements 2020

SeaChange Living Milton Management