

### Purpose

The purpose of this Policy is to enable smooth, efficient operation and to outline the Terms and Conditions with regards to the Boddington Caravan Park.

### Scope

This Policy applies to the day to day operations of the Boddington Caravan Park, its employees and occupants.

### Definitions

Term	Meaning
Policy	This Shire of Boddington policy titled "Boddington Caravan Park".
Long-Stay Tenant	Person/s residing in the Caravan Park for residential purposes for three months or more under a Long-Stay Agreement, and who are covered under the provisions of the <i>Residential Parks (Long-stay Tenants) Act 2006</i>
Long-Stay Agreement	An agreement made between a Long-Stay Tenant and the Park Operator granting the Long-Stay Tenant the right to occupy a Relocatable Home as their principle place of residence on a site at the Caravan Park.
Short-Stay Occupant	Person/s residing in the Caravan Park for recreational, vacation, or transient purposes, for less than three months.
Relocatable Home	As defined in the <i>Residential Parks (Long-stay Tenants) Act 2006</i> - A vehicle, building or other structure that is designed for use as a residence (whether or not it includes bathroom or toilet facilities) and can be parked, assembled or erected on a site within the Caravan Park.
Park Operator	The Chief Executive Officer of the Shire of Boddington.
Caravan Park Manager	Person/s appointed by the Park Operator to run the Boddington Caravan Park.

### Policy Statement

#### Sites

- Sites with concrete slabs are to be used for all Long-Stay Tenants. Tenants are not to be accommodated on grass sites.
- Use of the slabs and numbers of Long-Stay Tenants is to depend on the size of the Relocatable Home, whether they can be accommodated on the respective site, and their compliance with the requirements of the Caravan Parks and Camping Grounds Regulations 1997.
- Short-Stay Occupants can be accommodated on grassed sites or on cement slabs if they are not being used for Long-Stay Tenants.

- When a Long-Stay Tenant vacates a site, it then becomes available for use as short-stay accommodation.
- Short-Stay Occupants and Long-Stay Tenants are permitted to have the following items on sites:
  - Caravan and flexible annex;
  - One motor vehicle only per site;
  - Portable/temporary items such as gazebos, temporary fencing and shade structures may be permitted, provided they are adequately secured and are not considered to be an imposition on the site.
  - More permanent structures such as rigid annexes, carports and sheds require approval to be constructed by the Park Operator. The provisions of the Caravan Parks and Camping Grounds Regulations 1997 apply in relation to these structures. Applications to erect these structures is to be in writing to the Park Operator and include all necessary documentation and the requisite fee. Approval to erect these structures is to be in writing and is at the Park Operators discretion taking into account the sizes involved and the distances required by legislation.

### Fees and Charges

- Site rental fees are to be set by Council as part of the budget process each year.
- Long-Stay Tenants are to pay site fees and electricity in accordance with the Long-Stay Agreement. Electricity is to be charged on a unit-used basis and the cents per unit charged as per the Electricity Industry (Caravan Park Operators) Exemption Order 2005. Electricity meters are read on a monthly basis.
- Short-Stay Occupants are to be charged for site use as per the Shires Fees and Charges. Site fees are to be paid in advance up to and including the day of departure.

### Tenancy

- The Boddington Caravan Park is no longer accepting any new Long-Stay Tenants, however, all existing Long-Stay Agreements are to be honoured.
- The period of tenancy for Long-Stay Tenants is to be as per the date on the Long-Stay Agreement, unless terminated as per the requirements of the Residential Parks (Long-stay Tenants) Act 2006 and Regulations by either the Park Operator or the Tenant.
- Long-Stay Agreements are limited to a twelve month period. Twelve monthly extensions may be granted at the discretion of the Park Operator. Should the Tenant wish to renew the Agreement, notice in writing to the Park Operator no less than thirty days prior to the Agreement expiring is required.
- Short-Stay Occupants are required to vacate the Park after a maximum stay of three months. They are then required to be away from the Park for a period of three months before they are eligible to return.
- The Park Operator reserves the right to terminate any tenancy immediately at its absolute discretion.
- All persons using the Caravan Park are required to provide the following information: name, address, phone number, driver's license number, vehicle registration number, caravan registration number (where applicable), and dependant's names (where applicable). The Park Operator also aims to capture the name and contact details of next of kin or an emergency contact.

## Disputes Procedures

- Any complaints regarding the management of the Caravan Park are to be in writing to the Park Operator who is to investigate the complaint and respond in writing to the complainant.
- Should a breach of the Caravan Park Terms and Conditions (Rules) or the requirement of the Long-Stay Agreement occur, a verbal warning is to be issued by the Park Operator. Should further breaches continue, a Notice of Breach is to be used giving a time frame required to remedy the breach/s. Further breaches may result in termination of the tenancy.

## Caravan Park Terms and Conditions (Rules)

- The Park Operator is to prepare and maintain a schedule of Caravan Park Terms and Conditions (Rules) to provide for the orderly functioning of the Caravan Park.
- The Caravan Park Terms and Conditions (Rules) are to be amended and updated by the Park Operator as required. A copy of the amended Terms and Conditions (Rules) is to be provided to all Tenants of the Caravan Park at the time of adoption.
- Any breach of the Terms and Conditions (Rules) is to be dealt with as per the Disputes Procedures outlined in the Policy.
- A copy of the Terms and Conditions (Rules) is to be provided to all Tenants and Tourists when they commence their stay.

<b>Responsible Officer</b>	Executive Manager Corporate Services
<b>History</b>	Adopted 15 December 2015 (Resolution 129/15) Amended 23 March 2023 (Resolution 25/23) Amended 16 September 2024 (Resolution 129/24)
<b>Delegation</b>	
<b>Relevant Legislation</b>	Caravan Parks and Camping Grounds Act Residential Parks (Long-stay Tenants) Act 2007 Caravan Parks and Camping Grounds Regulations 1997
<b>Related Documentation</b>	Forms & Templates : Caravan Park Long Stay Agreement Form 1 Notice of Breach Caravan Park Complaint Form