



## Park Rules

**Park Office & Emergency After Hours: 03 5997 5220**  
**174 Jetty Road, Jam Jerrup, Victoria, 3984**

These Park Rules are made in accordance with Part 4 and Part 4A of the *Residential Tenancies Act 1997 (Vic)* ("the Act"). These rules form part of any agreement between Lang Lang Foreshore Caravan Park ("Park Owner") and any occupier or visitor. They apply to Annual Holiday Site Holders, Annual Boatshed License Holders, and any other visitor or occupier of the Park ("occupants"). Occupancy in the Park ("Park") is conditional upon complying with the rules herein.

**EMERGENCIES and EVACUATIONS** – Follow the instructions of the management staff. Turn off all power and gas to your site (if safe to do so), gather your family, walk to the evacuation assembly area as directed by the Park evacuation plan or management staff. DO NOT attempt to move caravans or vehicles, and follow directions by emergency personnel or management staff during and after the evacuation.

### 1) Hours

- a) Park office hours are posted at the Park Office.
- b) Campsite check-in is from 2:00pm.
- c) Check out time is 10:00am.

### 2) Occupants Use of the Site

- a) The occupants must use the site only for the purpose agreed with the Park Owner; and
- b) use the site, Park, and facilities properly and ensure that their visitors do the same.
- c) Annual site Agreement holders must provide the Park Owner a copy of the keys to the annual caravan or boatshed, for use in reasons outlined in their Agreements.

### 3) Occupants Must Not Use the Site for Illegal Purposes

- a) The occupants must not use or permit the use of the site, the dwelling, the boatshed, or the Park for any purpose that is illegal at common law or under an Act.

### 4) Occupants Duty to Pay Fees

- a) The occupants must pay the site fees and any other charges agreed to the Park Owner on the due dates and in agreed manner.
- b) Occupants are required to pay in advance, unless otherwise agreed by the Park Owner.

### 5) Quiet Enjoyment - Occupant's Duty

- a) Occupants must not do anything in or near the site or Park or allow their visitors to the Park or site to do anything which interferes with the privacy and peace and quiet of other occupants of the Park or their proper use and enjoyment of the Park.

**6) Occupants Must Keep Site Clean**

- a) The occupants must keep the site clean and tidy; and
- b) maintain the site, dwelling or boatshed in a manner and condition that does not detract from the general standard of the Park, as set by the Park Owner from time to time.

**7) Occupants Must Not Erect Structures**

- a) Occupants must not erect any structure on the site or in the Park without the prior written consent of the Park Owner.

**8) Occupants Must Notify Owner of and Compensate for Damage**

- a) If any damage other than fair wear and tear is caused to the Park or any facilities in the Park by the occupant or their visitor(s), the occupant must: -
  - i) repair the damage; or
  - ii) notify the Park Owner of the damage and pay compensation for the damage to the caravan owner or boatshed owner or the Park Owner.
- b) The occupants must report to the Park Owner any damage to, or breakdown of, communal facilities or other items in the Park of which the occupants have knowledge.

**9) Number of Persons and Items Occupying Site**

- a) A campsite booking includes 1 van (OR) 1 large tent (OR) 2 small tents (e.g. 2-person tent or swag); and 1 car (only). Additional vehicles may be agreed with the Park Owner.
- b) All camping and personal equipment including your car, gazebo, matting, and ropes must be contained within your allocated site.
- c) Occupants must not allow more than the number of persons agreed with the Park Owner to occupy the site.
- d) Additional tents or like structures are not allowed on Annual sites.

**10) The Making and Abatement of Noise**

- a) Occupants must keep noise to a minimum at all times ensuring that there is no unnecessary noise at all between 10.00pm and 8.00am.
- b) Exceptional circumstances may exist where the Park Owner considers it reasonable that this rule need not be strictly applied. The prior written consent of the Park Owner must be obtained in these instances.
- c) Ensure that any approved building, construction or maintenance works only occur on dates and times agreed with the Park Owner. This will generally be only on normal business days, Monday to Friday, between the hours of 9:00am to 4.00pm, or as otherwise agreed with the Park Owner.

**11) Speed Limit, and Vehicles**

- a) Occupants must observe the Park speed limit of 10km/h (walking pace) for all vehicles which include bicycles, skateboards and scooters.
- b) Occupants must drive or ride vehicles on the roads only, and in daylight hours.
- c) Helmets must be worn when using bicycles.
- d) Occupants must have only one motor vehicle, boat or trailer per site unless the written consent of the Park Owner has been obtained for a second vehicle, boat or trailer.
- e) Such written consent will only be given if: -
  - i) both vehicles, boats or trailers are owned and used by the site occupants; and

- ii) in the opinion of the Park Owner, a satisfactory Parking place wholly within the site is available.
- f) In the absence of prior written consent from the Park Owner, occupants must ensure that their visitor's vehicles are Parked outside the Park.
- g) Occupants must only Park their vehicle in the place specified by the Park Owner.
- h) Occupants must not carry out repairs to motor vehicles or boats within the Park unless an appropriate time and place has been agreed to by the Park Owner in advance.
- i) Cleaning of boats is prohibited in the Park.
- j) Occupants must ensure that any vehicle and caravan in the Park remains roadworthy and registered at all times, unless otherwise agreed by the Park Owner.
- k) Occupants must not bring or use an unregistered or unroadworthy vehicle into the Park without the prior written consent of the Park Owner.
- l) Occupants must not bring, permit, allow or invite any vehicle exceeding 3 tonnes gross weight to enter the Park without the prior consent of the Park Owner.
- m) Failure to comply may result in vehicle access to the Park being withdrawn.

## **12) Dump Point and Rubbish**

- a) The dump point waste facility is located near the amenities block at the front of the Park. Dumping of chemical toilet waste is unsuitable for our fragile ecology. A biodegradable product must be used.
- b) Grey water and waste from sinks must be contained and not allowed to “drain” onto the ground.
- c) Occupants of the Park must wrap garbage before placing it in the bins, and dispose of all rubbish before they leave the Park.
- d) Please use designated bins for their designated use (e.g. recycling, general rubbish).
- e) Occupants must not use the Park garbage disposal facilities for the disposal of anything other than normal household recycling and refuse.
- f) In disposing of garden refuse such as leaves, lawn clippings, etc. occupants must assist the Park Owner by either disposing of the refuse themselves offsite or consulting with the Park Owner as to a convenient place for collection.
- g) No hard rubbish is to be left in the Park under any circumstances.

## **13) Pets**

- a) A signed surety for your pet is required at the time of check-in.
- b) Occupants will not permit any pet to be in the Park at any time without prior written consent of the Park Owner and subject to the Act.
- c) Occupants must keep their pet under control on a leash or otherwise contained at all times.
- d) Occupants will dispose of any animal wastes promptly and appropriately.
- e) Pets must not be washed in the amenities.
- f) Pet blankets and other pet items may not be washed in the Park’s laundry.
- g) Occupants must not allow a pet to be inside or around the Park’s communal facilities or cabins, unless it is a designated pet-friendly cabin, and unless written consent is provided and subject to the Act.
- h) The Park Owner may revoke consent if the occupant is in breach of any Park rules.

## **14) The Playing of Games and Other Sporting Activities**

- a) Ball games should be played in open space and away from annual vans, boatsheds, campsites, the amenities block, and other communal areas.
- b) Occupants must refrain from engaging in dangerous behaviour in or around amenities blocks and other communal areas.

#### **15) Smoking**

- a) Occupants must not smoke or use e-cigarettes in the amenities block, pavilion, office, kiosk or any Park owned building, cabin or facilities, or within 10 meters of these spaces.
- b) If any Park owned facility, building or cabin requires cleaning because of smoking by an occupant, the occupant is liable for all cleaning fees.
- c) Failure to comply will result in a \$250.00 fee being charged to your card or forfeiture of any cash deposit.

#### **16) The Use and Operation of Communal Facilities**

- a) Occupants must not bring glassware into the amenities block.
- b) Occupants must not wash dishes in the laundry trough, baths or hand basins.
- c) Caravans and boatsheds are not communal spaces. Campsite users are not permitted to use the decking or socialise around the caravans and boatsheds.

#### **17) The Supervision of Children**

- a) Occupants must maintain sufficient supervision of their children, so as to ensure that their children do not cause a nuisance or inconvenience to other occupants, management or employees of the Park.
- b) Occupants must ensure that all children 10 years and younger are supervised by an adult when using the amenities block.

#### **18) Boom Gate**

- a) A maximum of two codes will be issued per Annual Agreement, and one per campsite.
- b) The boom gate codes are for your own use and not to be shared with visitors.
- c) Tailgating is not permitted when entering the Park.
- d) Misuse of the codes will result in eviction from the Park and no refunds will apply.
- e) Misuse of the boom gate resulting in damage will result in the cost of repairs being charged, and in the case of a visitor of a Principal Occupant/s, being payable by the Principal Occupant/s.

#### **19) Visitors**

- a) Occupants accept all responsibility for their visitors.
- b) Occupants must ensure that their visitors register their presence at the Park office upon entering the Park by advising the Park Owner of the visitor's name and address and pay the visitors fees, as determined by the Park, if required.
- c) Unless otherwise agreed in writing, it is expected that day visitors will vacate the Park by 10.00pm or they will be considered as overnight guests should they be permitted to stay beyond 10:00pm.

#### **20) Fires**

- a) Occupants must check with the Park Office daily to confirm if fires are permitted in current weather conditions.

- b) Any campfire must be off the ground, supervised by an adult at all times, and with the area 3 meters around and above cleared completely of flammable material.
- c) The use of portable gas BBQs (including kettle/Weber style BBQs) and solid fuel camp ovens and appliances such as gas cooktops, lights or fridges is not permitted in the open, in a tent, annexe or tent-like trailer on days of total fire bans in the Park or Reserve.
- d) Occupants must comply with all fire restrictions and/or conditions which may apply with respect to fires used for cooking or warmth during a fire danger period.
- e) Fire pits may be available to hire from the Park Office for an additional fee.
- f) Campfires must be supervised by a responsible 18+ adult at all times.
- g) Campfires must be extinguished completely before leaving the site.

### **21) Camp Kitchen & BBQ Area**

- a) The camp kitchen is located in the pavilion at the front of the Park and is available for washing dishes and food preparation. There are appliances (e.g. toaster, kettle, refrigerator, microwave, etc.) available for guest use.
- b) Biodegradable and non-antibacterial dish washing liquid must be used.
- c) Please DO NOT clean fish in the kitchen or the amenities block.
- d) Please clean BBQs after use the best you can for the next person, but do not pour water onto them after use.

### **22) Clothes Washing**

- a) Biodegradable and non-antibacterial laundry powder must be used. Please refer to list of suitable products in the laundry.
- b) Washing lines are located behind the toilet block area. Please use these rather than stringing them around your site. Private clotheslines must not be erected.
- c) Occupants must remove washing promptly from the washing machines, dryers or clotheslines upon the completion of washing or drying. (The Park Owner may remove and store laundry items due to non-compliance).

### **23) Water, Electricity, Gas, Generators, AirCon, Heat, and Underground Services**

- a) Water:
  - i) The Park uses bore water for showers and laundry, which is **not suitable** for drinking.
  - ii) Guests must turn off any water supply when it is not in use.
  - iii) Occupants must comply with all water restrictions.
- b) Electricity:
  - i) Electricity connection leads must be of a rating of 15amps and tagged.
  - ii) For caravan sites, power leads are to be removed from the power box when the caravan site is being occupied.
- c) Gas bottles:
  - i) The LPG gas bottle expiry date exists for safety reasons. Gas bottles must be checked in accordance with legal requirements every 10 years and date stamped. Expired gas bottles must not be used in the Park and must not be refilled.
- d) Generators are not permitted to be used in the Park.
- e) Air conditioners and heaters must be turned off when the site is not occupied. These are not permitted in boatsheds.

- f) Please avoid using pegs or stakes over 400mm underground to avoid impacting underground services.

#### **24) Dangerous and Hazardous Items**

- a) Firearms – Guns, rifles or other weaponry, poisons, traps and snares are not permitted within the Park or Reserve.
- b) Hazardous items – at no time may flammable liquids be stored in or on your site.

#### **25) The Natural Environment**

- a) Tree Risk – The Park Owner conducts regular assessments and maintenance of trees in the Park. However, occupants should be aware of the risk of falling debris. The Owners take no responsibility for damage caused by falling branches or trees.
- b) Vegetation – Regulations prevent the destruction of any plants in the Park and on the foreshore, or the removal of sand and loam. Plantings by occupants are not permitted in the Park without the written approval of the Owner.
- c) Flooding – The Park can be subject to high tides and localised flooding at certain times of the year.

#### **26) General Conduct**

- a) Occupants must ensure that they and their visitors do not behave in a manner that could be:
  - i) offensive to other Park occupants, the Park Owner and/or the Park Owner's employees;
  - ii) poor example to the children in the Park; or
  - iii) injurious to the reputation of the Park.
- b) Abuse of any sort, including verbal, physical, psychological, including related to a sense of safety, health or wellbeing, real or implied, toward any member of the Park team, or Park occupant, will not be tolerated.
- c) The Park Manager reserves the right to take any action it deems reasonable and necessary to prevent, stop, or otherwise ensure unacceptable conduct is not encountered.

#### **27) The Maintenance of and Modifications to Sites including Boatsheds and Dwellings**

- a) Occupants must not extend, alter, modify or attach any fixtures to any site or dwelling including boatsheds and coastal protection structures and decking within the Park without first obtaining the Park Owner's written consent and obtaining any relevant Building Permits or Planning Permits.
- b) In the case of Annual Holiday Sites, occupants must ensure that their dwellings remain "movable dwellings" as defined by the Act and are maintained in a manner consistent with the requirements of the Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2020, unless otherwise agreed with the Park Owner.
- c) Occupants must ensure that any caravans are placed on-site with the draw bar and tow hitch facing the road or access track.
- d) Occupants must: -
  - i) Ensure that the Unregistrable Movable Dwelling (UMD), caravan and/or annex or other structure does not occupy more than two thirds of the total site area.

- ii) Ensure that any lawn, garden or trees on their site or bordering their site are adequately maintained in a manner that does not detract from the general standard of the Park.
- iii) Ensure that the space beneath their UMD, caravan and/or annex or other structure is bordered, screened, or managed in such a way as to not detract from the general standard the Park.
- iv) Not establish a garden or ornamental theme without the Park Owner's written approval. The Park Owner reserves the right to refuse any plans for gardens if in its opinion such plans are inconsistent with the general style of garden thematically adopted in the Park.
- v) Upon vacating the Park, remove any structural alterations made to the site or dwelling thus returning the site and/or dwelling to a state and condition as near as practicable to the state and condition of the site and/or dwelling prior to the commencement of occupancy.
- vi) Not plant any trees without the consent of the Park Owner and unless done so with the understanding that the tree shall be a gift to the Park Owner should the resident vacate the site.

**28) Sale of Dwellings and Boatsheds at the Park**

- a) An occupier who intends to sell or offers to sell or dispose of a caravan and/or annex or boatshed must adhere to the terms for doing so outlined in their current *Annual Holiday Site Agreement* or *Annual Boatshed License Agreement*.

**29) Mail and/or Parcels**

- a) There are no mail or parcel deliveries to the Park for occupants, unless otherwise agreed with the Park Owner.

**30) Security**

- a) All occupants are responsible for the security of their own property and possessions.
- b) Lost property can be handed in at the Park office and will be held for 1 month.
- c) The Park Owner accepts no liability for loss of, damage to, or lost property in the Park.

**31) Changes to these Rules**

- a) The Park Owner may amend these rules or make new rules by giving occupants at least seven (7) days written notice of any proposed change to the rules.

**32) The Act and other Policies of Park Owner**

- a) Any provisions of the Act as well as any other policies, rules, terms and conditions of the Park Owner that are not included in these rules shall remain in full effect and be enforceable against any occupant.

**PLEASE BE ADVISED** – Any infringements of the above Park Rules may result in your stay being cancelled, a requirement to vacate the premises, and without a refund being issued.

*Adopted: June 2024*