



LANGLANG
FORESHORE CARAVAN PARK

ANNUAL BOATSHED LICENCE AGREEMENT

Revised June 2024

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INTRODUCTION

- A. The Owner owns the caravan park.
- B. The Principal Occupant has requested the Owner, and, subject to the terms of this Agreement, the Owner has agreed, to allow the Occupants the use of the Site.
- C. Use of the Site is for storage and maintenance of a Boatshed owned by the Principal Occupant/s, which is a freestanding, lightweight, non-commercial and non-residential structure for the purpose of storing beach, fishing and recreation equipment and boats, as well as for use as changing facilities, for shade and shelter and general enjoyment.
- D. The Principal Occupant and the Owner enter this Agreement with the acknowledgment that the Principal Occupant must not occupy the Site overnight at any time.
- E. The purpose of this Agreement is to record the terms and conditions which the Owner and the Principal Occupant have agreed will apply in respect of the occupancy and associated use of the Site by the Occupants.
- F. This Agreement is issued as a Crown land license (section 17B pursuant to the *Crown Land (Reserves) Act 1978*).

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context requires otherwise –

“**Abandoned Goods**” means goods (including the Boatshed) which become abandoned under clause 12.1.

“**Agreement**” means this agreement.

“**Annual Boatshed Licence Agreement**” means an agreement to access and use the Site for a fixed term of one year.

“**Boatshed**” means a free-standing, light weight, non-commercial and non-residential structure utilised for the purpose of storing beach, fishing and other recreation equipment and boats, as well as for use as changing facilities, shade and shelter and general enjoyment.

“**Caravan Park**” means the caravan park specified in the Schedule.

“**Charges**” means the charges specified in the Schedule.

“**Commencement Date**” means the date specified as such in the Schedule.

“**Duty**” means a duty of either the Owner or the Occupants as the context requires.

“**EFT**” means electronic funds transfer.

“**End Date**” means the Expiry Date or such earlier day upon which this Agreement is terminated.

“Excluded Disputes” means disputes about –

- (a) unpaid site fees or charges and interest charged thereon;
- (b) the termination of this Agreement;
- (c) the expiry of this Agreement;
- (d) the relocation of the Boatshed within the Caravan Park; and
- (e) the Park Rules.

“Expiry Date” means the date outlined in the Schedule and failing a date being nominated in the Schedule, twelve (12) months from the day this Agreement is executed by the Principal Occupant(s).

“Financing Change Statement” has the same meaning as ‘financing change statement’ in the PPSA.

“Financing Statement” has the same meaning as ‘financing statement’ in the PPSA.

“Fire Authority” includes Fire Rescue Victoria, the Country Fire Authority, Fire Rescue Victoria and any other body which has the power to impose fire safety requirements in respect to caravan parks in Victoria.

“Footprint” means the area of foreshore occupied by the Boatshed’s walled structure.

“Motor Vehicle” includes motor car, motor truck, motorcycle, motor-scooter, utility, sports utility vehicle, camper vehicle and any other motorised vehicle.

“Non-Residential Basis” means, in respect of a Site, that the site is not occupied by any person as his or her only or main place of residence.

“Occupants” includes the Principal Occupant and the Permitted Occupants.

“Owner” means the person or entity named as such in the Schedule and includes the Owner’s Authorised Representative.

“Owner’s Authorised Representative” means any person authorized in writing by the Owner as such for the purposes of this Agreement.

“Park Rules” means the rules published by the Owner from time to time in accordance which may be amended by the Owner with fourteen (14) days written notice to the Principal Occupant(s) of any proposed change to the Park Rules.

“Permitted Occupants” means the Principal Occupant and the other persons named in the Schedule as permitted occupants.

“PPSA” means the *Personal Property Securities Act 2009* (Cth).

“PPSR” means the register established under section 147 of the PPSA.

“Principal Occupant” means the person named as such in the Schedule and who has signed this Agreement for himself or herself or their self and on behalf of all Permitted Occupants. This can be a natural person only, not an entity, and is limited to two people who can each act as representative for the other.

“Principal Occupant’s Financial Obligations” means the obligations of the Principal Occupant to pay the Site Fee, the Charges and any other money that may become due and payable by the Principal Occupant under this Agreement.

“Schedule” means the schedule to this Agreement.

“Security Interest” has the same meaning as ‘security interest’ in the PPSA.

“Site” means the designated Site, within the Caravan Park, specified in the Schedule.

“Site Fee” means the site fee (licence fee) specified in the Schedule.

“Special Conditions” means any conditions outlined in the Schedule.

“Statutory Order” means any order, requirement or recommendation made by any competent authority and issued to either the Owner or the Principal Occupant.

“Term” means the term specified in clause 2.2.

“Vehicle” includes Motor Vehicles, caravans, trailers and boats.

“Visitor” means a person, other than the Occupants, who utilises the Boatshed at any time with the consent of any of the Occupants and any person coming on to the Caravan Park to visit any person utilising the Boatshed at any time.

“Works” means any building, renovation, refurbishment, or maintenance works.

1.2. Interpretation

1.2.1. words importing the singular shall (where appropriate) include the plural and vice versa;

1.2.2. words importing any one gender shall (where appropriate) include the other gender;

1.2.3. words importing natural persons shall (where appropriate) include corporations, firms, unincorporated associations, partnerships, trusts and any other entities recognised by law and vice versa;

1.2.4. headings are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement;

1.2.5. references to any statutory enactment or law shall be construed as references to that enactment or law as amended or modified or re-enacted from time to time and to the corresponding provisions of any similar enactment or law of any other relevant jurisdiction;

- 1.2.6. references to Sections, Clauses, Sub-Clauses, paragraphs and Schedules shall be construed as references to the Sections, Clauses, Sub-Clauses, paragraphs and Schedules of and to this Agreement;
- 1.2.7. where a party to this Agreement comprises two or more persons, each of those persons expressly and irrevocably agree they are jointly and severally bound by that party's obligations under this Agreement;
- 1.2.8. where any Special Condition of this Agreement is inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail to the extent of the inconsistency; and
- 1.2.9. where any Special Condition of this Agreement is consistent with the terms of this Agreement or unenforceable at law, the terms of the Agreement shall remain in effect and bind the parties.

2. GRANT AND TERM

- 2.1. In consideration of the payment of the Site Fee, the Owner grants the Principal Occupant a licence to store the Boatshed on the Site subject to the terms of this Agreement.
- 2.2. This Agreement commences on the Commencement Date and shall continue until the Expiry Date or such earlier date upon which it is terminated in accordance with this Agreement or as specified in the Schedule.
- 2.3. For the avoidance of doubt, the Owner and the Principal Occupant acknowledge that they each enter into this Agreement based on their common intention that the Site is to be used for the purposes contained in the definition of Boatshed only and under no circumstances shall any person who has the right to use the Site under this Agreement stay overnight at the Boatshed or be or become a resident or a site tenant within the meaning of the *Residential Tenancies Act 1997* (Vic).
- 2.4. The parties acknowledge that this agreement represents the entire agreement between the parties with respect to use of the Site and location of the Boatshed on the Site and revokes any previous agreement between the parties with respect to the Site and the Boatshed.

3. PAYMENTS – SITE FEES AND OTHER CHARGES

- 3.1. The Principal Occupant must pay –
- 3.1.1. the Site Fee in advance;
- 3.1.2. Charges in addition to the Site Fee as specified in the Schedules;
- 3.1.3. Any charge or fee for any Boatshed that is required by or at the direction of, or to comply with a policy of, any competent authority;

- 3.1.4. Visitor Fees as set out in the Schedule;
 - 3.1.5. Late Payment Fees as set out in the Schedule; and
 - 3.1.6. Any other Fees set out in the Schedule.
- 3.2. The Principal Occupant must, if required by the Owner to do so, put in place a standing arrangement for the payment of the Site Fee and Charges by EFT or via the portal or direct debit from a bank account.
 - 3.3. The Principal Occupant acknowledges and agrees that there is no electricity, gas or water provided to the Boatshed by the Owner.
 - 3.4. The Principal Occupant acknowledges that if at any time the Site is separately charged rated or taxed by any local government, statutory, water or other authority having jurisdiction over the Boatshed, then such rates, taxes or charges, or, if the Term is for only part of the rating period, a pro-rata proportion thereof, shall be reimbursed to the Owner by the Principal Occupant as and when due. Where applicable, there will be an equitable adjustment to the Site Fee if there is a corresponding reduction in the rates charges and taxes incurred charged or assessed in respect to the Caravan Park.

4. SUPPLY OF SERVICES

- 4.1. The Principal Occupant acknowledges that consent under the Marine and Coastal Act 2018 will not be provided for any connection of services, including power, solar, drainage, sewerage, water, gas, telecommunications, cameras or similar to a Boatshed, including:
 - 4.1.1. There is to be no installation of solar or wind power systems or non-portable standalone power sources such as deep-cycle battery banks; and
 - 4.1.2. There is to be no installation or use of wood burning heaters inside the Boatshed; and
 - 4.1.3. Discharge of waste or greywater on or from the Boatshed onto marine and coastal Crown land is prohibited; and
 - 4.1.4. The Owner may at their sole discretion allow for any such existing arrangements to continue, and may withdraw this discretion at any time; and
 - 4.1.5. If such allowances are withdrawn, the Principal Occupant agrees that within no more than 30 (thirty) days after receiving written notice of the same, to remove any such connections or services. Failure to do so may result in termination of this Agreement.
- 4.2. Removal of any existing services may be required by the Owner prior to any sale or transfer of a Boatshed.

5. DUTIES OF OWNER

The Owner must –

- 5.1. perform all duties specified as being duties of the Owner;

- 5.2. allow the Occupants non-exclusive use of the Site without unreasonable interruption by the Owner;
- 5.3. keep common areas, gardens, roadways, paths and recreation areas in the Caravan Park clean and in a safe condition; and
- 5.4. maintain, repair and keep clean and tidy all communal bathrooms, toilets, laundries and other communal facilities in the Caravan Park.

6. DUTIES OF OCCUPANTS

The Principal Occupant must –

- 6.1. perform all duties as being duties of the Occupants;
- 6.2. ensure that at least one (1) Principal Occupant is in the Caravan Park at all times during which the Boatshed is in use;
- 6.3. ensure that the Boatshed and the Site is not used as accommodation, including any overnight stay, and used on a Non Residential Basis only;
- 6.4. comply, and ensure that the Permitted Occupants and Visitors comply, with the Park Rules and all of the duties specified in this Agreement as being duties of the Occupants;
- 6.5. advise the Owner in writing within 7 days of changing address;
- 6.6. maintain the Boatshed in a neat and tidy condition and comply with the reasonable directions of the Owner to do so, including maintenance of all the Boatshed structure's walls, roofing, awnings, guttering and window and door elements;
- 6.7. maintain the Boatshed in good repair and in a clean and tidy condition, ensure that the Boatshed does not detract from the visual amenity of the marine and coastal Crown land and comply with the reasonable directions of the Owner to do so;
- 6.8. notify the Owner of any damage to the Boatshed as soon as the Principal Occupant becomes aware of the same;
- 6.9. not carry out any Works on the Site (including construction or repairs to any structure in the Caravan Park including construction of a coastal protection structure) without first obtaining the written consent of the Owner which may be given or withheld entirely at the discretion of the Owner or given subject to conditions imposed by the Owner;
- 6.10. works which alter the Boatshed footprint or increase the enclosed or covered area of a Boatshed are strictly prohibited;
- 6.11. acknowledge and agree that any Works and other permissions for the Site are subject to the current provisions of applicable Victorian state legislation and any guidelines pertaining to Boatsheds, including but not limited to adherence to any directions from DEECA, the DEECA Standards for Bathing Box and Boatshed Construction Guidelines 2015, the Marine and

Coastal Act 2018, the Siting and Guidelines for Structures on the Victorian Coast 2020, the Marine and Coastal Policy 2020, and Guidelines for the management of existing bathing boxes and boatsheds on marine and coastal Crown land March 2022, as applied by the Owner;

- 6.12. not carry out, or cause to be carried out, any electrical works on the Site unless such works have first been approved by the Owner in writing and are carried out by a registered electrical contractor approved by the Owner;
- 6.13. not use any electrical extension lead in the Caravan Park unless the electrical extension lead has been tested and tagged in accordance with Australian Standard 3760;
- 6.14. not use any electrical appliance in a manner to, or do any thing else to cause any power head, services pillar or other electrical installation to be overloaded;
- 6.15. not carry out, or cause to be carried out, any plumbing works or gas works on the Site or in the Boatshed unless such works have first been approved by the Owner in writing and are carried out by a licensed plumber or licensed gas fitter (as the case requires) approved by the Owner;
- 6.16. at the cost of the Principal Occupant comply with any Statutory Order as far as it relates to the Boatshed;
- 6.17. advise, and ensure that all Permitted Occupants and Visitors advise, the Owner each time they arrive at or depart from the Caravan Park as reasonably appropriate (which includes utilising the Site's designated boom gate code for entry and exit from the Caravan Park);
- 6.18. only park on the Site and within the designated allocation the number of Vehicles specified in the Schedule and not park Vehicles within the Caravan Park other than within areas designated for that purpose;
- 6.19. not leave or store any Motorised Vehicle or other Vehicle on the site overnight, or without a Principal Occupant also being present in the Park, at the acknowledged risk of the Owner moving it and storing it elsewhere at the sole cost to the Principal Occupants;
- 6.20. use, and ensure that all Visitors use, the Boatshed, the Site, the Caravan Park and all communal areas and facilities within the Caravan Park that the Occupants are entitled to use, properly;
- 6.21. not advertise or allow or suffer to be advertised by any means, the Site or the Boatshed, or any part thereof, as being available for rent on a short-term basis or on any basis whatsoever;
- 6.22. not allow or suffer any person to occupy the Site or the Boatshed, or any part thereof, on a short-term basis on payment of consideration whether or not the Permitted Occupants, or any of them, are also in occupation at the same time;
- 6.23. at the cost of the Principal Occupant, at all times observe all fire safety requirements imposed by any Fire Authority or by law or by the Owner so far as they relate to the Boatshed including,

without limitation -

- (a) the installation in the Boatshed of smoke alarms complying with AS 3786, a fire extinguisher and a fire blanket each complying with AS 2444 all of which are to be maintained to the appropriate standard and fit for purpose; and
 - (b) the maintenance of clear access around the Boatshed for fire fighter access.
- 6.24. at the sole cost of the Principal Occupant, at all times observe gas cylinder safety requirements imposed by any Fire Authority or by law or by the Owner so far as they relate to the Boatshed including, without limitation -
- (a) Gas cylinders greater than 200Lt to be fenced or with a padlocked hood covers to prevent valve tampering in accordance with AS/NZS 1596
 - (b) Gas cylinders less than 200Lt secured to prevent movement in accordance with AS/NZS 1596; and
 - (c) Gas cylinder relief vales facing away from the Boatshed
- 6.25. obtain all insurances with respect to the Boatshed, including public liability insurance to the value of \$20 million AUD, at the Principal Owner's cost and provide the Owner with a copy of the certificate of currency;
- 6.26. maintain all and any asbestos with respect to the Site or the Boatshed and provide clearance marineasbestos on an annual basis or as otherwise requested by the Owner;
- 6.27. provide all of the information required to fully complete the Schedule;
- 6.28. ensure that the Boatshed and or the Site is not used for any purposes related to the operation of a business;
- 6.29. comply with all requests with respect to reasonable and required safety measures, maintenance concerns and other repairs as identified by the Owner to ensure the ongoing safety of the Boatshed and Site, as well as to ensure the overall amenity of the Caravan Park;
- 6.30. upon request by the Owner, provide an up to date police check, and any other reasonable checks, with respect to all Principal Occupants of the Site; and
- 6.31. comply with any Special Conditions outlined in the Schedule.

7. TERMINATION BY OWNER

- 7.1. The Owner may terminate this Agreement by giving the Principal Occupant a written termination notice effective immediately if the Occupants (or any of them) or any Visitor:
- (a) causes or allows serious damage to the Site or the Park or any facility in the Caravan Park; or
 - (b) by act or omission causes a danger to any person or property in the Caravan Park; or

- (c) seriously interrupts the quiet and peaceful enjoyment of the Caravan Park by other occupiers; or
- (d) stays at the Boatshed or Site overnight; or
- (e) breaches a Duty if the Occupants have previously been given not less than two written notices of breach of the same or a similar duty and in the most recent of those previous written notices the Owner also gave notice that if a similar breach occurred in the future the Agreement would be terminated.

7.2. If –

- (a) the Site Fee or any other money due under this Agreement is more than 7 days in arrears; or
- (b) the Site or the Boatshed is being used for any purpose that is unlawful;

the Owner may give the Principal Occupant written notice (“Default Notice”) specifying the default complained of and stating that if the default is not remedied within 7 days of the date the Default Notice is served on the Principal Occupant that this Agreement shall be at an end and if the default specified in the Default Notice is not so remedied then this Agreement shall be at an end.

8. RELOCATION OF BOATSHED

- 8.1. If at any time during the Term the relocation of the Boatshed is required by the direction of, or to comply with a policy of, any competent authority, the Principal Occupant must relocate the Boatshed to an alternate site within the Caravan Park nominated by the Owner, acting reasonably, as a site that is similar to the Site. All relocation costs must be borne solely and entirely by the Principal Occupant.
- 8.2. If there is no alternate site available within the Caravan Park to which the Boatshed may be relocated, as determined solely by the Owner, the Owner may terminate this Agreement by notice in writing.

9. ENDING OF AGREEMENT

- 9.1. This Agreement ends -
 - (a) if the Principal Occupant sells, transfers, assigns or bequeaths ownership of the Boatshed;
 - (b) if it is so agreed between the Principal Occupant and the Owner in writing;
 - (c) if the Principal Occupant vacates with the consent of the Owner in writing;
 - (d) if it is properly terminated by either the Owner or the Principal Occupant in accordance with this Agreement;

- (e) if the Principal Occupant abandons the Boatshed;
 - (f) if the Site or the Caravan Park becomes unfit for human use;
 - (g) if it is terminated by the Owner under clause 8.2; or
 - (h) on the Expiry Date or End Date.
- 9.2. On the End Date the Principal Occupant must immediately vacate the Site and remove all of the Occupants' property from the Boatshed and from the Site and, in any event, leave the Site in a clean and tidy condition.
- 9.3. For the avoidance of doubt, if the Boatshed is damaged (other than damage caused by the Owner) while on the Site and the Principal Occupant obtains an insurance payment with respect to the Boatshed, the Principal Occupant must rectify and repair the damage unless permitted by the Owner.
- 9.4. The parties enter into this Agreement with the common intention that it will run for the entire Term. Subject to clause 9.6, if this Agreement comes to an end before the Expiry Date, the Principal Occupant is not entitled to a refund of any fees paid under this Agreement even if the fees have been paid up to a date after the End Date.
- 9.5. Subject to clause 9.6, any fees payable by the Principal Occupant under this Agreement that have not been paid as at the End Date shall be a liquidated debt payable by the Principal Occupant to the Owner on demand.
- 9.6. The Principal Occupant shall be entitled to a pro-rata refund of any prepaid fees if this Agreement ends for either of the reasons prescribed in paragraphs (f) and (g) of clause 9.1 or if this Agreement is properly terminated by the Principal Occupant because of a breach by the Owner.

10. VISITORS

- 10.1. The Principal Occupant must make prior arrangements with, and obtain the consent of, the Owner if the Boatshed is to be utilised by a Visitor without the presence of the Principal Occupant.
- 10.2. The Owner may charge the Principal Occupant additional fees in respect of any Visitor.
- 10.3. Any failure by a Visitor to observe the terms of this Agreement or of the Park Rules shall be deemed to be a default by the Principal Occupant.
- 10.4. Visitors may not stay on the Site or in the Boatshed overnight or for any extended period of time;
- 10.5. no more than the number of Visitors specified in the Schedule may visit or use the Site or the Boatshed at any time;

- 10.6. the combined number of Occupants and Visitors at any time shall not, without the approval of the Owner, exceed the maximum number of persons on site set out in the Schedule;
- 10.7. At no time is any person permitted to camp on the Site;
- 10.8. the Principal Occupant must not allow a Visitor to stay overnight on the Site or in the Boatshed.

11. SALE OF BOATSHED

- 11.1. If the Principal Occupant wishes to sell the Boatshed, the Principal Occupant must: -
 - (a) request permission from the Owner, in writing, to sell the Boatshed, 28 days prior to entering into any agreement to sell the Boatshed via the Application for Sale form available from the Park Office; and
 - (b) follow all reasonable sales procedures established and outlined by the Owner; and
 - (c) inform any prospective purchaser that the sale of the Boatshed ends this Agreement; and
 - (d) advise any prospective purchaser that they must make their own inquiries of the Owner as to whether the Owner will allow, or is permitted to allow, the sale of the Boatshed within the Caravan Park which shall be accompanied by consideration from the Owner as to whether they are willing to enter into an Agreement with the prospective purchaser.
- 11.2. The Owner reserves the right to charge a transfer fee upon the sale of the Boatshed to be calculated as specified in the Schedule and to be paid by the Principal Occupant prior to or as part of the completion of any sale.
- 11.3. The Owner must act reasonably in assessing any proposal advanced by the Principal Occupant for the sale of the Boatshed but is not obliged to agree to the sale of the Boatshed or to enter into an Annual Boatshed Licence Agreement with the purchaser of the Boatshed.
- 11.4. The Principal Occupant(s) must provide the purchaser, prior to the purchase, the most recent inspection report completed by the Owner and any asbestos report or other report or certificate related to the Boatshed.
- 11.5. The Principal Occupant(s) agrees to notify the Owner if and when the Boatshed is removed from sale.

12. ABANDONED GOODS

- 12.1. If the Principal Occupant fails to comply with clause 9.2 of this Agreement –
 - (a) the Boatshed and any other property belonging to the Occupants shall be Abandoned Goods and shall be held by the Owner under bailment on and from the day after the End Date;
 - (b) the Principal Occupant must pay to the Owner a reasonable storage fee.

- (c) The Owner must take reasonable care of the Abandoned Goods.
- (d) After the End Date, the Owner may give notice in writing to the Principal Occupant –
 - i. advising that the Abandoned Goods are to be collected from the Caravan Park by the date specified in the notice (which must be not earlier than 28 days after the date of the notice);
 - ii. advising of the storage fees payable and requiring them to be paid; and
 - iii. advising that the Owner expects to be relieved of any duty to safeguard the Abandoned Goods.

12.2. If the Principal Occupant fails to collect the Abandoned Goods by the date specified in the notice given under clause 12.1(d) or, if having taken reasonable steps to do so, the Owner is unable to locate or communicate with the Principal Occupant, the Abandoned Goods shall be uncollected goods within the meaning of, and must be dealt with by the Owner in accordance with, Part 4.2 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

13. CHARGE

13.1. The Principal Occupant charges the Boatshed in favour of the Owner as security for the Principal Occupant's Financial Obligations.

13.2. The consideration for the charge created by clause 13.1 includes –

- (a) each of the parties entering into this Agreement; and
- (b) the Owner making available to the Occupants the Site and access to the facilities of the Caravan Park.

14. PPSA

14.1. The Principal Occupant and the Owner acknowledge that clause 13.1 creates a Security Interest in the Boatshed for the purposes of the PPSA.

14.2. The Principal Occupant must provide the Owner with the Principal Occupant's date of birth and a certified copy of the Principal Occupant's driver's licence (or other evidence acceptable to the Owner) to verify the Principal Occupant's date of birth.

14.3. On request by the Owner, the Principal Occupant must do all other things necessary or desirable (including producing and signing documents, supplying information, completing documents and procuring the completion and signing of documents) to –

- (a) ensure that the Security Interest is enforceable against the Principal Occupant and third parties and is perfected;
- (b) enable the Owner to register a Financing Statement or a Financing Change Statement with respect to the Security Interest on the PPSR and give any notice relating to the Security Interest; and

(c) enable the Owner to exercise the Owner's rights relating to the Security Interest.

14.4. When this Agreement ends and the Principal Occupant has performed all of the Principal Occupant's Financial Obligations, the Owner must register a Financing Change Statement with respect to the Security Interest.

15. DISPUTE RESOLUTION

15.1. The parties must attempt to resolve any dispute except Excluded Disputes, by the mediation procedure.

15.2. The mediation procedure is –

- (a) a party may start mediation by serving a mediation notice on the other party.
- (b) the notice must state that a dispute has arisen and identify what the dispute is.
- (c) the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within 7 days of service of the mediation notice, either party may apply to the President of Australian Centre for International Commercial Arbitration or the nominee of the President to appoint a mediator.
- (d) once the mediator has accepted the appointment the parties must comply with the mediator's instructions.
- (e) if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.

15.3. The mediator may fix the charges for the mediation which must be paid equally by the parties.

15.4. The mediation is confidential and -

- (a) statements made by the mediator or the parties, and
- (b) discussions between the participants to the mediation, before after or during the mediation, cannot be used in any legal proceedings.

15.5. It must be a term of the engagement of the mediator that the parties release the mediator from any court proceedings relating to this Agreement or the mediation.

15.6. The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.

15.7. The parties agree that in any proceedings between them in any Court or Tribunal each may be represented by a legal practitioner or legal practitioners of his, her or its choice.

16. NO RIGHT OF RENEWAL

16.1. The parties acknowledge and agree that this agreement is for the fixed term specified in clause 2.2. The Principal Occupant acknowledges and agrees that at the end of the fixed term the

Principal Occupant has no right to renew this agreement and, if it has not been terminated earlier, this Agreement will come to an end on the Expiry Date in accordance with clause 9.1(h).

17. GENERAL

- 17.1. If the Principal Occupant defaults in the payment of any money due under this Agreement then the Principal Occupant must pay to the Owner upon demand interest on any money overdue during the period of default at a rate 2% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983 (Vic)* as at the date of the default.
- 17.2. All notices, requests, demands or other communications to any party to be given under this Agreement or in connection with it may be given to or made upon the party in writing and may be given –
- (a) by post to the party's last known address
 - (b) by facsimile to the facsimile number specified in the Schedule, or
 - (c) by email with a printed or electronic copy of the email retained as proof of delivery
 - (d) by hand delivery
- 17.3. Posted notices will be taken to have been received 3 business days after posting unless proved otherwise.
- 17.4. A Notice delivered or sent by facsimile or email after 5.00 pm will be taken to have been received at 9.00 am on the next business day at the place where it is received.
- 17.5. For the purposes of section 8 of the *Electronic Transactions (Victoria) Act 2000* the Owner and the Principal Occupant each consent to notices under this Agreement, related to this Agreement, pursuant to the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*, being served by email.
- 17.6. For the purposes of section 8 of the *Electronic Transactions (Victoria) Act 2000* the Owner and the Principal Occupant each consent to any Victorian Civil and Administrative Tribunal Application relating to this Agreement or the Dwelling being served by email.
- 17.7. The failure or omission of a party at any time to enforce or require the strict observance of or compliance with any provision of this Agreement, or exercise any election or discretion under this Agreement, shall not operate as a waiver of the rights of that party, whether express or implied, arising under this Agreement.
- 17.8. If any provision of this Agreement or its application to any party or any circumstance is or becomes illegal, unenforceable, or invalid then the remaining provisions of this Agreement will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

17.9. This Agreement shall be governed by and construed in accordance with the laws of Victoria for the time being in force and the parties agree to submit to the non-exclusive jurisdiction of the courts and tribunals in Victoria.

18. EROSION AND INUNDATION ETC

18.1. The parties expressly acknowledge and agree that the location and nature of the land upon which the Caravan Park is situated, presents a potential increased risk of damage to person and/or property due to natural events beyond the control of the Owner and the Principal Occupant, including but not limited to erosion and inundation.

18.2. The Principal Occupant waives, releases, and discharges the Owner from all liability with respect to any damage to the Boatshed, or other goods belonging to the Principal Occupant or its visitors, caused by the above natural events, as well as any events for which the Owner could not reasonably be held to have prevented the same, and will hold harmless and indemnify the Owner, its Directors, officers, employees, volunteers, representatives or agents with respect to any liability, responsibility, claim or cause of action in relation to the Boatshed and/or associated goods.

18.3. The Principal Occupant must at all times maintain its own insurances with respect to the Boatshed and any other goods located at the Caravan Park and copies of the same must be provided to the Owner upon request.

18.4. The Principal Occupant waives, releases, and discharges the Owner from all liability for their and any of their visitors, death, disability, personal injury and property damage arising from any event in connection with the Caravan Park for which the Owner could not reasonably be considered to have prevented and/or mitigated and acknowledge that this waiver and release extends to their Directors, officers, employees, volunteers, representatives, agents and sponsors and binds the Principal Occupant, its executors, administrators, heirs and successors.

19. ENTRY BY OWNER

19.1. The Principal Occupant acknowledges and agrees that the Owner, the Owner's representatives or any other person authorised in writing by the Owner, may enter the Site in the following circumstances:

- (a) In urgent or emergency circumstances including but not limited to entry for the purpose of carrying out urgent works or repairs;
- (b) If directed to enter the Site by the Committee of Management or the Department of Energy, Environment and Climate Action;
- (c) If there are reasonable grounds for the Owner to believe that the Boatshed has been abandoned by the Principal Occupant;
- (d) For inspection of any meters with respect to the supply of services;

- (e) To carry out regular maintenance and caretaking of the Site including but not limited to mowing of any lawn;
- (f) To carry out any functions required under any legislation;
- (g) For the purposes of inspecting the Site and/or Boatshed; and
- (h) In any other circumstances, with the express prior consent of the Principal Occupant.

EXECUTION PAGE

BY SIGNING THIS DOCUMENT YOU WILL BE LEGALLY BOUND BY IT.

This Execution Page accompanies the Annual Boatshed License Agreement (Rev. June 2024), and which by signing all Principal Occupant/s agree they have received a copy of and reviewed in full. The signing document is a separate attachment and is to be signed by all Principal Occupant/s and the Owner, and Witnessed.