

Contract for sale of Park homes for living by offer and acceptance.

To: Move Property Solutions Pty Ltd T/as The Agency 68 Milligan Street Perth WA 6000 As Agent for the Seller.

THE BUYER

Name: _____

Address: _____

Email: The Buyer consents to Notices being served at: _____

The **Property** at: 138,3 Powell Road, Coogee WA 6166

A **Deposit** of \$_____ of which \$NIL is paid now and \$_____ is to be paid within 5 days of acceptance. To be held by Move Property Solutions Pty Ltd T/as The Agency Trust Account.

Purchase Price: _____

Settlement Date: _____

Property Chattels Including: All fixed floor coverings, window treatments, light fittings and split system air conditioning units as inspected.

SPECIAL CONDITIONS

1. The buyer is aware that there is no land ownership in this contract and that the park owner charges a weekly rental for the land on which the park home is located. The current rental is approximately \$240.10per week (including water use) and is subject to increases by management.
2. The seller warrants the park home is totally unencumbered of any finance, bills of sale, caveats or any other debt and that the smoke-alarm and RCD switches comply with current regulations at settlement.
3. This offer is subject to the buyer gaining park management approval to take over the site where the park home is located and accepting all the rules and conditions of living in the park, should they wish to remain. See Annexure 'B'.
4. Annexure 'A' and 'C' forms part of this contract.
5. The buyer must on settlement pay to the seller the balance of the Purchase Price and any other money payable by the Buyer to the Seller at Settlement, less any deductions allowed under the Contract.

THE BUYER

Signature

Date

Signature

Date

THE SELLER

Signature

Date

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyers offer.

Name: Richard Scott Brown as executor named in the will of Stanley Lewis Brown

Address:

Email: The Seller consents to Notices being served at: marcellamacchia@theagency.com.au

Signature

Date

RECEIPT OF DOCUMENTS

The buyer and Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. Form RP2A Information for the Tenant Disclosure Statement by Park Owner
3. Form RP2C Information Notice to The Buyer
4. Government of Western Australia Department of Mines, Industry Regulation and Safety
Information booklet park living

BUYER

Signature

Date

Signature

Date

SELLER

Signature

Date

WORKING ORDER

Annexure 'A'

This Annexure forms part of the Contract of Sale ("Contract")

Property: 138,3 Powell Road, Coogee WA 6166
(number, street, suburb, postcode)

1. The Seller warrants that at the time of settlement the following shall be in working order (commensurate with age and fair wear and tear.

- All Electrical, Gas, and Plumbing plant and equipment including but not limited to:
- Electrical Lighting
- Air conditioning (where installed) is functioning properly
- All power point outlets
- Electric or Gas Hot water systems where installed
- Electric or Gas stove, cook tops and oven where installed (excluding igniter
- Electric fans including exhaust fans where installed
- Dishwasher/Washing machines/clothes dryers if included in the sale
- All water supply pipes and taps, any water leaks to be repaired/washers replaced prior to settlement
- All waste water plumbing including toilet cisterns
- Any effluent disposal systems and (where installed) septic tanks and leach drains
- Solar hot water system where installed (including boosters)
- Solar panels and Inverters where installed
- Reticulation water mains/bore and sprinklers to be in working order
- The Sellers warrant that there are a minimum of two RCD's fitted to the property to protect all circuits supplying power points and lights. Hard wired smoke alarms are fitted to the property and are still in date.
- The Seller will provide a minimum of one remote control for each garage door and air conditioners (where applicable).
- Seller to provide keys to the property for front and rear access doors, including all security doors

2. During the term of the current sellers' ownership, the Seller warrants that any extensions or additions including (but not limited to) patio/ pergola/ swimming pools and/or spas have local Council approval unless otherwise stated. The Buyers accept that prior to the current sellers' ownership any extensions or additions including (but not limited to) patio/ pergola/ swimming pool and/or spas may not have local council approval and purchase 'as inspected' without penalty or liability to the Sellers or the Sellers' Agent before or after settlement.

3. The Buyer is aware and accepts that the following items are not in working order and will remain as is at settlement:

Ducted evaporative air conditioning unit.

BUYER

Buyer /s signature

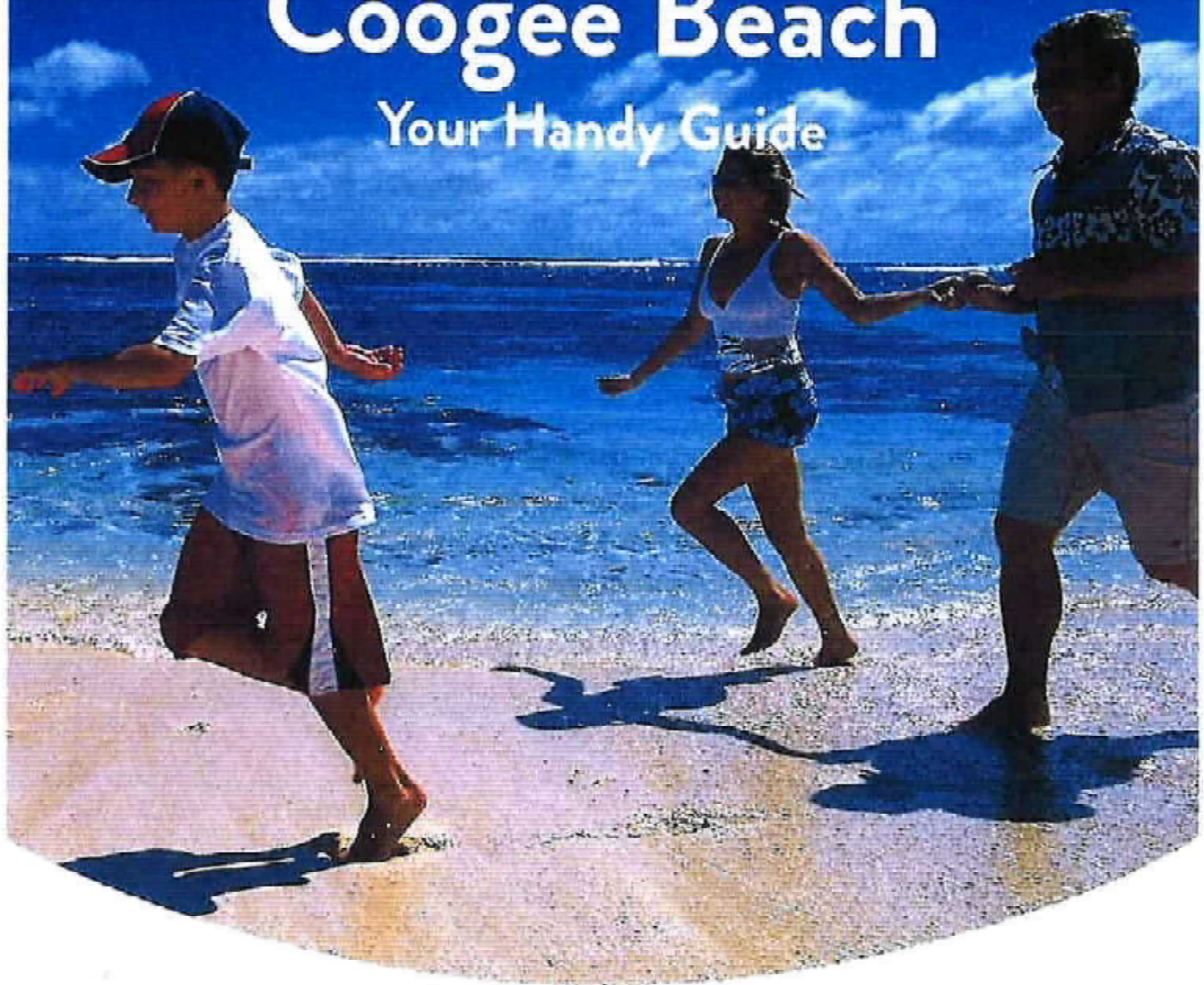
SELLER

Seller/s signature

Annexure 'B'

Coogee Beach

Your Handy Guide



Discovery
PARKS

3 Powell Road, Coogee WA 6166 Free Call: 1800 817 016
T: (08) 9418 1810 E: coogee@discoveryparks.com.au



Discovery
PARKS

COOGEE BEACH

-  SUPERIOR
-  STANDARD
-  BUDGET
-  POWERED SITES
-  COMMON AREAS
-  AMENITIES
-  PERMANENT SITES
-  LAUNDRY
-  DUMP POINT
-  CAMP KITCHEN
-  BBQ
-  TOILETS
-  ACCESSIBLE
-  EVACUATION POINT
-  DEFIBRILLATOR

WIFI AVAILABLE

Username: **GDAY_WIFI**
Password: **DHP48834\$**

Thanks for staying with us.
We'd love to see your photos and hear about your
time at Discovery Parks - Coogee Beach.



3 Powell Rd, Coogee WA 6165 • (08) 9418 1810

Facebook: [facebook.com/discoveryparks](https://www.facebook.com/discoveryparks) | Instagram: [@discoveryparks](https://www.instagram.com/discoveryparks) | Website: www.discoveryparks.com.au

Welcome to our park

Thank you for choosing to stay with us at Discovery Parks. The following information is provided for your convenience to help make your stay more enjoyable.

- | | |
|---------------------------------------|--|
| Ablution blocks | Are open 24 hours for your convenience, however they are closed for cleaning at periodic times throughout the day (check cleaning times at the entrance of each block for more detail on closure periods). Please consider others when using these facilities and leave them in a neat and tidy manner. Children must be supervised by an adult in the ablution blocks at all times. |
| Camp kitchen | Is provided for your convenience. Please leave it clean and remove all rubbish and personal items after use. |
| BBQs | There are several free BBQ areas located throughout the park. Please leave the BBQs and area clean after use for other guests. |
| Washers, Dryers, Clothes lines | Are provided for your convenience. Guests are asked not to hang laundry around their sites or accommodation units. |
| Dump point | Is available on the property. |
| Check-out | Usual check-out time is 10.00am. If you require a later check-out please enquire at Reception. Unplanned late departures may incur an additional charge. |
| Extend your stay | If you are considering extending your stay, please speak to someone at reception prior to your scheduled departure date. Though you are welcome to extend your stay in our park, we can only guarantee your cabin or site to the departure date shown on your booking. |
| Forward travel | Let us know if you require assistance with your onward travel arrangements. We have a relationship with a number of parks across the region that we would be happy to recommend and book ahead on your behalf. |
| Cancellation | No refunds are given for early departures or cancellations once arrived. |
| Parking | Parking is limited to one car per cabin or one car per site unless otherwise arranged with Management. Please park your vehicle in the designated area for your cabin or site. |
| Reticulation | We use reticulation throughout the park at various times. If you have personal property prone to water damage, we encourage you to leave these items inside. |

Risk warning, liability exclusion and acknowledgment

Discovery Parks provides facilities and equipment for its guests to enjoy for leisure, recreation and enjoyment, in conjunction with their stay. Recreational activities provided depend on what is available at each park.

Participation in available **recreational activities involves risks**, including the risk of personal injury and death.

You and your children must **obey all warning signs** that are displayed in relation to particular recreational activities.

You and your children must **use all safety equipment provided** by Discovery Parks.

Before you participate in recreational activities, or you permit your children to participate in Recreational activities, you should **ensure that you are aware of, and properly understand, all of the risks** involved, and that those risks will include any particular risks associated with any health condition from which you suffer or which your children may suffer.

By **signing the Guest Registration document at check-in**, you acknowledge, agree and understand that your participation in the recreational activities provided by Discovery Parks may involve:

- Risks generally, which may be obvious, **unavoidable or inherent**; and
- Particular **risks as described**.

You also acknowledge, agree and understand that:

- **you participate in the recreational activities voluntarily and at your own risk** and that you permit your child or children to do the same; and
- you (or the person for whom or on whose behalf you are acquiring the recreational activities) **agree to waive and/or release Discovery Parks, its servants and agents, from all liability** arising out of or in connection with the use of the recreational activities.

Guest information

In order to ensure that you have the best possible experience while staying with us, it is necessary to highlight some of the Park Rules that we ask all guests to adhere to:

- **Helmets** must be worn at all times when using bicycles, skateboards, scooters or any other wheeled toy.
- Unruly or offensive behaviour may result in immediate eviction.
- **Smoking is not permitted** in any park facilities and common areas. If you smoke in your cabin, we will charge you a fee of up to \$500 for upholstery and carpet cleaning.
- Any **damage** caused to the park facilities and common areas will incur a charge of up to \$500.
- Rooms or cabins left in an unsatisfactory state will incur a **cleaning charge** of up to \$500.
- All guests are to abide by the signed **speed restrictions** in the park.
- All **visitors** to the park must report to the office and sign in on arrival.
- Payment of total **outstanding tariff** is due at the time of check-in unless arrangements have been made with management prior to arrival. Any additional charges incurred after check-in must be paid in full at the time of being incurred.
- **2pm check-in and 10am check-out** applies to all bookings unless arrangements have been made with management prior to arrival.
- Discovery Parks will **not be liable** for any damage, theft or loss of property.
- **Failure to abide** by the booking Terms and Conditions and the Park Rules may result in immediate eviction without refund.

We **reserve the right** to refuse entry into Discovery Parks. A full refund will be issued under these circumstances.

- Persons under **18 years of age** must be accompanied by a parent or guardian.
- **Animals** are not permitted in cabins/rooms unless arrangements have been made with management prior to arrival.

Personal Safety – camp sites

Power leads must be 15amp and neatly placed on your site. Please do not erect temporary clothes lines around your site. Waste water is to be emptied into sullage provided. For your own safety, we suggest that you carry torches at all times during the dark hours to prevent personal injury.

Security

Please secure your car by locking it and lock your accommodation when you leave it. The **safe and secure stowing of your possessions is your responsibility**. Please do not leave items of value unattended.

We encourage you to:

- Use all locking devices provided and ensure windows and sliding doors are locked properly.
- If you see or hear any suspicious activity, please report your observation to management.

Health and safety information

Discovery Parks is operated, managed and inspected in accordance with the Work Health and Safety Legislation, relevant to each State and Territory.

Discovery Parks is a member of the Caravan Industry Association of Australia (CIAA) and follows all industry associated guidelines and best practices.

- | | |
|-------------------------|--|
| Fire Safety | As part of our Health and Safety Management System, Discovery Parks has developed procedures to be followed in the event of a fire and training has been given to key personnel. Fire appliances and equipment are provided in case of an emergency and are inspected regularly. Please follow emergency instructions at all times. |
| First Aid | There are trained First Aid Officers located at each of our parks. Only basic first aid treatment can be provided. If you are injured at one of our parks, please report it to reception as soon as possible. |
| Duty of care | Please ensure you report all safety concerns to reception as soon as possible. You are reminded that you have a duty of care to protect your safety and the safety of others and not to participate in dangerous behaviour. Children must be supervised at all times. |
| Restricted Areas | Restricted areas are indicated by signage. Some areas are restricted by barriers, fencing, secure gates or signage where necessary. Discovery Parks employee work vehicle areas, chemical storage areas and workshops are restricted areas to prevent access to potential hazards. Some Discovery Parks have perimeter fencing and monitored entry/exit points. Where fencing is not provided, please follow the safety signage at all times. |
| Safety Signage | As part of our health and safety management system, Discovery Parks utilises signage throughout the park, indicating guidance/instruction to guests. Many hazardous areas have signage to warn of the risk, such as bunk beds in cabins or open water, such as creeks or ponds. Further safety information is available upon request from reception. We ask that you read and obey all park safety signage at all times. This includes the safety signage and safety requirements that may be specific to the park in which you are staying. |
| Behaviour | All guests have a right to quiet and peaceful enjoyment during their stay with us. Excessive noise, unruly behaviour, drunkenness or bad language will not be tolerated and those responsible may be immediately evicted from the park. |

Emergency Procedures

Emergency assembly area

- Is signposted
- Location is shown on the Park Map

Emergency management

Each Discovery Park has an Emergency Management Plan. In the event of an emergency, please follow the direction of Park Management or a Discovery Parks employee. Please ensure you familiarise yourself with the location of the designated emergency assembly area. This area will be signposted and will also be documented in the Park Evacuation Diagram, which is located in park communal areas.

In the event of an emergency, please remain calm, follow instructions from staff and stay at the emergency assembly area until informed otherwise by Park Management.

**Do not stay in your accommodation
or in the park if you have been
directed to evacuate.**

Park Management reserves the right:

- To relocate or cancel any reservation at any time;
- To remove, without notice, any person(s) who contravene park rules and regulations as outlined within this document and/or behave in an offensive or disorderly manner that affects the wellbeing of the park and its users.



Discovery Holiday Parks Pty Ltd RESIDENTS POLICY – Park Rules

DISCOVERY HOLIDAY PARKS – Coogee Beach

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Preliminary

These policies are set down to ensure:

- Residents understand what is and is not acceptable.
- The policies of the park owner and management are understood by residents.
- Disputes are minimised and easily resolved.

These policies comply with the Caravan and Camping Act 1995, Regulations 1997, the Residential Tenancies Act 1987, Residential Parks (Long-stay) Act 2005 and Local Government By Laws.

A condition of tenancy of the park is that residents receive a copy of and agree to comply with the policies.

The policies will be applied impartially. Issues of non compliance and disputes are a private matter between the park management and the individual resident. Any specific agreement between a resident and the park will not automatically apply to all residents. Residents should always seek clarification on policies with the park manager and not another resident.

While the park will endeavor to apply all policies at all times the park accepts no liability when it is not possible to do so.

Amendments to the policies remain the prerogative of management. Where practicable residents will be consulted and input sought prior to the introduction of any amendments.

The policies are "standard" for all Discovery Holiday Parks and where local conditions require any modifications, these will be covered in an appropriate appendix issued by the park.

The Park Managers and their Assistant Management team represent Discovery Holiday Parks.

1. Office Hours

Office hours are displayed on the office entrance door adjacent to it and any changes to those hours will be posted on the main notice board.

2. Guests

Residents should advise their guests/visitors of the conditions of tenancy of the park including the park policies. Residents are personally responsible for the actions and conduct of their guests while they are within the park boundary.

Residents guests will be asked to park in the visitors' car park, if visiting, and it is up to the resident to inform their guests of this rule prior to arrival of their guest/s.

Park management reserves the right to determine whether the parks common area facilities can accommodate all the park residents and their guests and therefore, park management may refuse guest access to those facilities.

Park residents should accompany the guest/s within reason while they are in the common areas within the park.

Guests must register with the office if they stay with park residents for an overnight or longer stay. Weekly fees will be charged for those guests considered to be long term, and only after being approved by management.



3. Conduct

Activities that may be dangerous or may create a health and safety problem or disturbance to others, are not permitted. These include but not limited to, disturbing or excessive noise, intoxication, quarrelling, threatening, fighting, immoral or illegal conduct, rude, boisterous, objectionable or abusive language or conduct. Persons under the influence of alcohol or other substances shall not be permitted in any common area of the park.

Radios, televisions, record players, musical instruments and other such devices must be used so as not to disturb other residents or guests' quiet enjoyment. All noise must moderate after 10.00 pm. Management reserve the right to direct any disturbing noise to be turned off prior to 10.00pm, if the Park Managers believes it interferes with the quiet enjoyment of residents or guests.

Persons shall not encroach or trespass upon other resident's site or upon an area not open for general use. All use of common areas must be in a responsible manner and the area left in a clean usable condition.

All community property which is not for the use of the residents including, but not limited to, gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of the park shall not be tampered or interfered with in any way.

No business or commercial enterprises may be conducted from the park unless prior consent in writing is obtained from the park manager.

4. Vehicles

Park residents may park only as many vehicles/boats/trailers as can be parked properly and legally in their carport or driveway/or parking area. Additional vehicles may be stored only in locations authorised by park management.

Repairs of a minor nature only can be carried out to private vehicles. Work that would normally require garage service centre e.g. changing oil, filters etc, cannot be done on site.

If there is no designated car wash area on the park then vehicles can be washed on the individual's site using only a bucket. Please note: Water restrictions apply in most areas.

Vehicles must be operated in a safe manner. Electrical carts and bicycles may be operated on all streets and must be granted right of way. Any person who is not currently licensed shall not operate any registered vehicle. All vehicles must remain registered. The speed limit in the park is 5 KPH. The Caravan and Camping Regulations 1986 Section 26 places a \$300 penalty on exceeding the speed limit.

Vehicles are not permitted in the park if they are not regularly maintained, excessively noisy or drip diesel/petrol until they are repaired. Oil etc. and damage to the pavement or driveway must be removed / rectified by the park resident responsible.

No motorcycle, motor scooter, two, three or four wheel motorized vehicles may be brought into or operated within the park other than going directly to the residents site from the entrance or vice versa, except for residents with disabilities.

5. Parking



Parking is permitted only in designated parking areas. Vehicles may not be parked on the landscaped portion of the site, public grass areas or on vacant sites. Guests may only park in designated guest parking areas.

Boats, trailers and trucks may only be parked in areas allocated by the park management.

6. Site Rent

Rent covers the use of your site and the cost of maintaining the park facilities. The standard rent is paid in advance and covers a maximum of 2 people. Additional full time occupants are charged as extras. The rent is reviewed annually.

Rent is payable irrespective of whether the Home/Van etc is occupied or not (i.e. holidays, extended leave etc).

7. Landscaping

- a. Landscaping if applicable within the site boundary shall generally be completed within 90 days of occupancy (new tenants). Prior to proceeding with any change to the landscape residents must submit a landscaping plan and have it approved.
- b. Management encourages residents to be as original as they wish with plants and shrubs and encourages local native species.
- c. Park management must approve the type and location of all trees and large shrubs.
- d. Installation of security or decorative masonry, wrought iron fences etc is prohibited. Where the site is on a slope retaining walls are permitted with written approval of park management.
- e. Lawns are not to be planted without management consent.
- f. Each resident takes responsibility for the maintenance of grounds designated to be on their site. However, park staff controls the maintenance of larger tagged trees as per homewoods directives.

Where a resident does not want to take responsibility for their site (e.g. physically incapable) they should reach agreement with the park manager on the degree of landscaping and the delineation of responsibility between park staff and resident.

8. Modifications, Additions and Appliances

Under the Caravan Act/Regulations the Park Owner/Manager must approve any changes that a tenant wants to make to their dwelling/site/caravan/unit. This written approval should be sought prior to obtaining approval from local authorities/councils and prior to seeking quotes from suppliers, contractors and builders. Any approvals obtained for a modification from say a Local Council does not over-ride the requirement for that modification/addition etc to be given by the Park Owner/Manager.

Approvals relate to changes to Park Homes/Caravans/Cabins, carports, sheds, patios, pergolas, carport infill, new appliances that are to be connected to the parks electrical, gas, water or drainage system. Approvals also relate to solid annexes, false roofs, window awnings, verandahs, ramps, new steps, room conversions, new bathrooms or laundry facilities etc.

Residents should discuss their proposed changes with the Park Manager or submit a written application using the form in the appendix to these policies. Tenants will be given 14 days to remove any modification/addition/appliance that has not had prior written approval.



No antenna, including satellite antennas/dishes may be installed outside the home without written approval of the park managers (approval will not be unreasonably withheld).

9. Maintenance of Site / Dwelling

Residents are required to maintain in good condition and repair all accessories, structures and appliances, which are presently installed or may be installed on the site. This obligation includes the replacement of any items, which are missing or damaged beyond repair. This also includes the cleaning and repainting of the home, accessories, structures and appliances. Homes, accessories, structures and appliances should be repainted in original colours, unless prior written approval is obtained from park management. All concrete, asphalt and other surfaces shall be kept clean, maintained in good repair and condition and free of oil and other substances. Gutters must be kept free of leaves and other debris. When residents are absent, it is their responsibility to have someone maintain their site and dwelling.

All permits, licenses and approvals from State, Local Government agencies must be obtained before construction or installation of accessories, structures and appliances, including but not limited to all permanent structures, carports/patios, electrical, gas or plumbing changes, walls and porches.

Only licensed contractors shall carry out work or repairs on resident's property. Prior to commencing work, all contractors must fill out a Contractor Compliance Agreement, which is available from reception and each contractor is required to submit for copying a current Public Liability and Workers Compensation Insurance policy. Contractors not providing such proof will not be allowed to work on or within any Discovery Holiday Parks Property.

Nothing should be stored outside the dwelling, (including underneath or on the roof, carport or annex including furniture, appliances, ironing boards, brooms, mops, tools, gardening equipment, debris, refuse, drums, litter, firewood or any other item which is unsightly in appearance.

Patio furniture, bicycles and barbeque equipment, all of which are to be maintained in an attractive and neat condition, are permitted outside of the dwelling/annex (Residents should check with their insurers first).

Electrical, gas, water meters, fire hydrants and service access must not be obstructed by any fencing or shrubbery. If a parks shut-off valve is located on the resident's site, it must remain uncovered and be accessible at all times.

Park residents shall bear the cost of repairs to any utilities or other common area property damaged by the resident or their guests. To avoid damage to underground facilities, park residents must have approval before digging or driving stakes into the ground.

Residents must not store any hazardous material in excess of quantities required for normal household use. They will not engage in any activity in the park that causes an environmental hazard or violates any law relating to environmental protection.

Residents must not store any environmentally hazardous substance including but not limited to toxins, cleaning fluids, oil, grease within the park boundary or allow such substances to be disposed of anywhere in the park including, but not limited to rubbish bins and the sewerage disposal system. Such substances must be physically removed from the park and disposed of in compliance with the law.

For all Discovery Holiday Parks owned Ensuite Sites, Park Homes and other accommodation, an inspection can take place every three months, with seven day written notice.



10. Sale of a Park Home / Caravan

Residents need to notify park management in writing that they intend to sell their Caravan/Park Home. Caravans/Park Homes before being offered for sale on site must first have written approval from park management. Such approval will not be unreasonably withheld. The home and its surrounds must conform to the current Caravan and Camping Act and Regulations.

Where the Caravan/Home does not meet these requirements, it must be brought into line with the legislation before approval will be given for its sale on site. "For Sale" signage must be approved by park management and should be no longer than 600 x 600mm, professionally made and not detracts from the parks visual impact.

In the event of the death or the inability of the tenant to continue to live on the Park, the agreement cannot be transferred to another person. The Park Home must be sold within a reasonable time under the same regulations as stated.

11. Approval of Prospective Purchaser for Park Tenancy

Prior to completion of sale of a Home/Caravan, the prospective purchaser must complete an application for tenancy and have written approval from the park management prior to becoming a tenant of the park.

12. Subletting

Residents are not permitted to sub-let their premises.

13. Recreation Facilities

The hours and policy for the recreation facilities are posted. Facilities may be closed from time to time for cleaning and maintenance. Where park residents have used park facilities, these facilities are to be cleaned and tidy on completion of their use.

14. Messages

When messages are received for a park resident, notice of the receipt of the message will be placed on the main notice board. Where the resident has a mailbox, the message will be placed in the mailbox or retained at reception. No messages will be delivered to sites unless the message is of a critical nature.

15. Children

An adult must accompany children under the age of 8, when using the park facilities and amenities. Children are not to play around laundries, ablution blocks and reception/office. Children must be supervised at all times by an adult, bike helmets are to be worn at all times when cycling.

16. Rubbish Collection

The park supplies a number of large rubbish bins for the disposal of rubbish; the collection and emptying of these bins are the responsibility of the management. Where the bins are full then all additional rubbish is to be securely wrapped in plastic rubbish bags and placed neatly beside the rubbish bins.

Lawn clippings, tree pruning, garden waste, leaves etc are not to be placed in rubbish bins. Large items such as old furniture, electrical appliances, fridges, washing machines, TV's etc are to be disposed of by the resident. Cleaning of fish and disposal of fish waste is not permitted within the park.

17. Reticulation

Automatic reticulation servicing the gardens and grassed areas are not to be interfered with. If there is a problem with performance or direction it is to be reported to the park management. The systems are generally programmed to operate during the night but there will be occasions where the system will be operated during the daytime to check the performance and carry out maintenance.

18. Pets

No pets (except birds and fish) are permitted on permanent sites. Contractors/repairers are also covered by the same policy. Contractors/ repairers will not be permitted on the park if they have a pet in their vehicle. Aviaries are **NOT** permitted.

19. Fires

Open fires are not permitted in the park. Gas or electric BBQ's may be used.

20. Annexes

The Caravan Regulations 1997 prohibit the installation of showers, basins, toilets or laundry facilities i.e. washing machines. These types of facilities must be installed only within the Caravan/Home itself and only with prior written management approval.

21. Security Gates

Residents are issued with a gate code. **This code is not to be handed to others** without notifying the Park Managers.

If additional gate access keys are required, please contact the Park Managers.

Please note that Park Staff do not provide a service to open gates for visitors and guests. Guests must park in Visitors car park, there will be no exceptions.



22. Water

Sites are supplied with reticulated water (either bore or mains) and this should be sufficient for garden use. To avoid the installation of individual site metering residents are requested to water pot plants sparingly and to not re-water areas already reticulated.

23. Insurance

Residents must maintain adequate insurance cover for their Home/Van etc including contents for all risks.

Insurance cover as arranged by Discovery Holiday Parks covers only company owned property, facilities etc and does not extend in any way to the property of individual residents or their guests/visitors.

For tenants residing in cyclone affected areas the insurance cover should be endorsed to include damage by cyclone.

Damage to residents Homes/Vans etc caused by falling trees/limbs is not covered by company insurance.

24. Bikes, Rollerblades or Skates and Skateboards

Bikes may be ridden on the roads within the park boundary at a sensible speed (park limit 8km/hour). Bike helmets are to be worn at all times. Bikes are not to be ridden after dark.

Roller blades, skates and skateboards are not to be used in the park. Scooters may be used at the discretion of the Park Manager.

An adult must supervise children less than 8 years of age. Any person behaving in an irresponsible manner whilst carrying out the above activities will be banned from those activities for a period of time designated by park management.

25. Ball Games

Games such as football or cricket can only be played in designated areas of the park.

26. Wildlife Feeding

Feeding of wildlife by either tourists or permanent residents is harmful to the wildlife and other species because:

- The potential for poor health associated with dietary change.
- Aggressive behavior resulting from wildlife expecting to be fed.
- Reliance on external food sources which are not always available.
- Feeding one species may alter the ecological balance in the area.
- Concentration of species in a small area where they are fed.
- Animals become tame due to feeding can become dependent on humans.
- Seed provided to wildlife may still germinate after passing through an animal's digestive system, introducing new plant species to natural areas.

Please do not feed the wildlife and birds.



27. Clothes Lines

All washing and drying of clothes or other items must be hung from properly installed clotheslines or hoists. Under no circumstances is washing or other items to be hung on verandahs, in carports or from temporary erected lines (clothes airers accepted).

The park accepts no responsibility for items that go missing.

28. Pools

No portable swimming, wading or children's pools are to be installed on the residents' site or inside an annexe. This is a clear breach of our public liability insurance requirements.

29. Swimming Pools

Swimming pool hours and rules are posted. These rules are laid down in the State and Local Government Health Regulations.

1. No alcohol or smoking is permitted within the fenced pool area.
2. It is recommended that no-one swim alone as there is no lifeguard on duty.
3. No glass containers of any kind are allowed in the pool.
4. No pushing, running or any other type of boisterous conduct.
5. No toys of any type are to be used in the pool arena.
6. Only registered guests are permitted to use the pool.
7. An Adult shall accompany all children under the age of 12 at all times.

30. Cyclones

The policy for those parks affected by cyclones is attached as an appendix.

31. General

The care and maintenance of the park facilities to a high standard requires the input of park residents. To help us achieve this, we ask that you report any faulty or damaged equipment, acts of vandalism or unseemly behaviour to reception, the Park Managers, or in his absence, the Park Supervisor.



32. Emergency Procedures.

Ambulance	
Emergency	000
Local	13 12 33
Police	
Emergency	000
Local	13 14 44
Fire	
Emergency	000
Local	
Poison Information Centre	13 11 26

When you ring an emergency number try to stay calm, they will ask you:

Which emergency service do you require?

Your name?

Location? Park Home No: ??

Park address? 3 Powell Road

Suburb? Coogee

State? Western Australia

Our phone number is.. 08 9418 1810

Nearest cross road Cockburn Road

If you call for the **ambulance** service they need to know details of the patient, the condition, what are the symptoms, are they conscious, etc.

In case of **FIRE**, you must evacuate your villa. Ensure everybody is accounted for and only attempt to fight the fire if it is safe to do so.

Park Management must be informed of the emergency. We will need to assist the emergency service upon arrival.

Please contact us on:

Our office number: **08 9418 1810**

or

Duty Manager on: 0429 507 082

**The Emergency Evacuation Area is located in the Visitors Carpark
Near reception of Discovery Parks Coogee Beach**



Form RP2A

Information for the Tenant

DISCLOSURE STATEMENT BY PARK OPERATOR

Residential Parks (Long-stay Tenants) Act 2006 Section 11(1)(b)

IMPORTANT NOTE FOR THE TENANT:

- This document contains important information about the long-stay agreement.
- The park operator must give you this document before you sign the long-stay agreement. If you own or are purchasing a relocatable home to live in the park, this document must be given at least 5 working days before you sign the long-stay agreement.
- Please read this document, along with your long-stay agreement and the information booklet carefully. It is important that you understand this information and what it means for you.
- Seek independent advice if you have questions. Please think carefully about whether living in a residential park is right for you and whether you have found the right residential park before signing a long-stay agreement.

IMPORTANT NOTE FOR PARK OPERATOR:

- Please fill out this document. Guidance to complete this document is provided in *italics (....)*
- You must give this document to the prospective tenant before they sign the long-stay agreement. If the tenant is purchasing or owns the relocatable home, you must give this document at least 5 working days before the tenant signs the long-stay agreement.
- The tenant may have remedies (e.g. may terminate the long-stay agreement) if information in this document is misleading, false or significantly incomplete.

TENANT(S)	
PARK OPERATOR (LANDLORD)	Individual owner:
	Corporate Owner: Discovery Parks ABN: 111 782 846 <i>(insert company name, and ACN or ABN details)</i>
	Contact details: <i>(include outside business hours contact details)</i>

1. SITE DETAILS	
Park Name and Address	Discovery Holiday Parks - Coogee 3 Powell Road, Coogee WA 6166
Site Number	138
Description of relocatable home (e.g. number of bedrooms, bathrooms, exterior wall and roof construction material etc)	Two bedroom, single bathroom sandwich panel and colourbond relocatable.
Parking (e.g. number of bays in relation to the site, where is parking located for the site?)	Single carport
What security is provided at the park and at the site? (e.g. security cameras, provide details)	Boom gate to entrance and exits, roaming security patrol (evenings), CCTV at entrance.
2. INSURANCE OBLIGATIONS	
Are there any insurance obligations imposed on a tenant?	Tenants must hold building insurance.
3. MAINTENANCE OBLIGATIONS	
Does the tenant have any obligations to maintain the site or premises (other than the general obligation to maintain and repair the agreed premises)? (if yes, provide details)	Solely general obligation
4. RENT	
Frequency of rent (circle one)	Per <input type="checkbox"/> week <input type="checkbox"/> fortnight <input type="checkbox"/> month
Will rent be varied during the duration of the lease?	<input type="checkbox"/> Yes - If yes, see attached Rent Variation Examples to see how rent variation may change your rent over a 20 year lease. <input type="checkbox"/> No - Skip to Box 5
When may the rent be varied? (list of all rent review dates – or method of determining date)	Annually
	Note to tenant: for agreements entered into from 31 January 2022, your rent cannot be reviewed on a market rent basis.
How the rent may be varied? (list the basis for calculating the rent– e.g. adjusted by CPI, % change or set amount)	Adjusted by CPI

5. VOLUNTARY SHARING ARRANGEMENTS (EXIT-FEES)

Is a voluntary sharing arrangement available for the site?	<input type="checkbox"/> Yes - If yes, see the document Voluntary Sharing Arrangement Examples for examples on how the arrangement may work for you. This document should have been given to you by the park operator before you sign the long-stay agreement. <input type="checkbox"/> No
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A **voluntary sharing arrangement** generally is an agreement in the long-stay agreement where the tenant pays a fee at the end of the lease (either as deferred rent or an exit fee based on the sale of the home) in return for a benefit at the start, or during, the tenancy (e.g. reduced rent or reduced purchase price of a relocatable home).

Note to tenant: A voluntary sharing arrangement is optional. If you are purchasing a relocatable home to live in the park, the park operator may be required to offer you an alternative long-stay agreement without a voluntary sharing arrangement. Further information can be found in the information booklet. It is your choice as to which long-stay agreement to sign. You may wish to seek independent financial advice.

6. FACILITIES AND SERVICES

Additional facilities or services planned for the park <i>(Specify proposed facilities, including in-progress facilities, and the date they will be provided)</i>	Redevelopment of the park, West of "The Boulevard". Including glamping sites, new cabins, water park and sites.
Are any facilities or services available on a user-pays basis and are not covered by the rent? <i>(If yes, list facilities or services and the current cost)</i>	<input type="checkbox"/> Yes – See list below. <input type="checkbox"/> No

7. SALE OR REDEVELOPMENT OF LAND

Are there any proposals for the sale or the redevelopment of the park (including changes within the park) that could impact the tenant occupying the site? <i>(If yes, outline proposal)</i>	<input type="checkbox"/> Yes – See list below. <input type="checkbox"/> No Redevelopment to West side of "The Boulevard".
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8. PARK LIASION COMMITTEE

Is there a park liaison committee for the park? <i>(If yes, provide contact details)</i>	<input type="checkbox"/> Yes – See contact details below. <input type="checkbox"/> No Anne Durrant: 0420 806 789
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9. PARK RULES

Are there park rules for this park?	<input type="checkbox"/> Yes – See note below. See Annexure 'B' of Sales Contract. <input type="checkbox"/> No
Note: Section 11(1)(d) of the <i>Residential Parks (Long-stay Tenants) Act 2006</i> requires the park operator to provide a copy of any relevant park rules to the tenant before entering into a long-stay agreement.	

10. PARK OPERATOR – FURTHER DETAILS	
Is the park operator or land owner subject to any form of insolvency administration? (e.g. receivership or being operated by a court appointed administrator? If yes, give details)	<input type="checkbox"/> Yes – See details below. <input type="checkbox"/> No
Is the land on which the park is located subject to a mortgage?	<input type="checkbox"/> Yes <input type="checkbox"/> No - (Skip to Box 12) <input type="checkbox"/> Unknown.
	Has the mortgagee's consent been obtained to lease?
	Date of mortgage
	Note to tenant: for mortgages entered into before 31 January 2022 your lease could be terminated if a mortgagee takes possession of the land.
Does the park have on-site management or staff? (If yes, give details of hours of operation)	<input type="checkbox"/> Yes – See details below. <input type="checkbox"/> No
11. OTHER INFORMATION	
Details of any other information made available by the park operator. (Attach additional documents as needed).	Not applicable.

PARK OPERATOR'S DECLARATION	
The park operator declares that:	
<ul style="list-style-type: none"> this document (the disclosure statement) contains all representations in relation to the proposed long-stay agreement by the park operator and the park operator's agents as at the date of signature; and the park operator has not knowingly withheld information that is likely to have an impact on the tenant's occupation of the site. 	
Name: _____ Park operator / park operator's agent	Signature : _____
	Date: ____ / ____ /20 ____ DD MM YYYY



Information for Tenant

RENT VARIATION EXAMPLES

NOTE FOR TENANT

- If your long-stay agreement allows for your rent to change over the duration of your tenancy (known as **rent variation**), the information in this document may assist you in deciding whether the rent variation or the long-stay agreement is right for you.
- Please seek independent advice if you have any questions.

NOTE FOR PARK OPERATOR

- If the long-stay agreement allows for rent variation, please complete **Table 3**. Guidance notes are in *italics (...)*

1. Does your long-stay agreement allow for rent variation?

- ☐ Yes ---- Go to Box 2
- ☐ No ---- The information in this document does not apply to your long-stay agreement.

2. How to use this document

The Tables below are examples showing how rent variation may change and how much rent you would pay over the duration of your tenancy, depending on how the rent is calculated. For example, rent may be calculated based on changes to CPI (consumer price index¹), a change in fixed percentage (%), or a change in fixed amount.

- **Tables 1 and 2** are **hypothetical examples** showing how your rent could change where the basis for calculating the rent is by an increase in CPI or by an increase in a fixed % respectively.
- **Table 3** must be completed by the park operator and is an example of how your rent may change depending on the basis for calculating rent in your lease.

Table 1 – Changes to rent based on rent being calculated using CPI%

	Column A	Column B	Column C	Column D
Basis for calculating rent	CPI at 1.5%	CPI at 2.0%	CPI at 2.5%	CPI at 3.5%
Initial rent	\$150.00	\$150.00	\$150.00	\$150.00
1 year	\$152.25	\$153.00	\$153.75	\$155.25
5 years	\$161.59	\$165.61	\$169.71	\$178.15
10 years	\$174.08	\$182.85	\$192.01	\$211.59
15 years	\$187.53	\$201.88	\$217.24	\$251.30
20 years	\$202.03	\$222.89	\$245.79	\$298.47

Table 1 shows how rent of \$150 per week may change over a 20-year lease if the rent is reviewed based on CPI of 1.5%, 2.0%, 2.5% and 3.5%.

Please note CPI varies each year, so if your rent review is based on CPI calculations, the CPI figure used in those calculations will vary accordingly.

¹ The CPI used is the all groups consumer price index for Perth published by the Australian Bureau of Statistics.

Table 2 – Changes to rent based on rent being calculated by a fixed % increase

	Column A
Basis for calculating rent	5% per annum
Initial rent	\$150
1 year	\$157.50
5 years	\$191.44
10 years	\$244.33
15 years	\$311.84
20 years	\$397.99

Table 2 shows how rent of \$150 per week may change over a 20 year lease if the rent is increased by a fixed amount such as 5% per annum.

Table 3 – Changes to rent based on the rent calculation in the lease

	Column A	Column B	Column C	Column D
Basis for calculating rent
Initial rent				
1 year				
5 years				
10 years				
15 years				
20 years				

Table 3 shows how rent of (insert initial rent amount) per (insert frequency rent is paid, e.g. per week) may change over a 20 year long-stay agreement if the rent is changed using (insert basis for calculating rent, e.g. CPI or CPI + x %.)

.....

.....

.....

.....

.....

..... (insert further explanation as needed.)



Form RP2C

INFORMATION NOTICE TO THE BUYER

Residential Parks (Long-stay Tenants) Act 2006 Section 55A

IMPORTANT INFORMATION FOR THE BUYER OF A RELOCATABLE HOME ON SITE:

- The seller / seller's agent must give you this notice before you sign the contract to purchase the relocatable home (sale contract).
- Your sale contract is for the purchase of the relocatable home only and does not include the land /site on which the home is located. An exception is if the home is on land with strata or community title.
- If you are buying the relocatable home in a residential park and intend to live in that park, your sale contract is conditional upon –
 - you signing a long-stay agreement with the park operator; or
 - the seller assigning their rights and obligations under their long-stay agreement to you.
 If this does not occur, you may risk your sale contract being void.
- The park operator must give you separate information about your long-stay agreement, including details of rent and other associated costs at least 5 working days before you sign the lease.
- Please think carefully about whether living in a residential park is right for you and whether you have found the right park before signing a long-stay agreement. Seek independent advice if you have questions.

IMPORTANT NOTE FOR THE SELLER / SELLER'S AGENT OF THE RELOCATABLE HOME:

- Please fill out this document. Guidance to complete this document is provided in *italics [...]*
- You must give this document to the buyer before they sign the sale contract.
- The buyer may apply to the State Administrative Tribunal for remedies if this document is not given to the buyer before they sign the sale contract.

To:

[insert name of buyer]

From:

[insert name of seller]

1. RELOCATABLE HOME AND SITE DETAILS

Park Name and Address	Discovery Holiday Parks - Coogee
	3 Powell Road, Coogee WA 6166
Park operator name and contact details <i>[include outside office hours contact details]</i>	Wayne Bowman: 0429 507 082
Site Number	138
Description of relocatable home <i>[e.g. number of bedrooms, bathrooms, exterior wall and roof construction material etc]</i>	Two bedroom, Single bathroom sandwich panel and colourbond relocatable.
Relocatable home manufacture / construction date <i>[if known]</i>	
	Is the relocatable home still under warranty? <input type="checkbox"/> Yes <input type="checkbox"/> No
Parking <i>[e.g. number of bays in relation to the site, where parking is located for the site?]</i>	Single carport

Relocatable home sale price	See page 1 of Sales Contract. \$
2. VOLUNTARY SHARING ARRANGEMENTS (EXIT FEES)	
<p>A voluntary sharing arrangement generally is an agreement in the long-stay agreement where the tenant pays a fee at the end of the lease (either as deferred rent or an exit fee based on the sale of the home) in return for a benefit at the start, or during, the tenancy (e.g. reduced rent or reduced purchase price of a relocatable home).</p> <p>Note to buyer of a relocatable home on site: A voluntary sharing arrangement is optional. The park operator may be required to offer you an alternative long-stay agreement without a voluntary sharing arrangement. Further information can be found in the information booklet. It is your choice as to which long-stay agreement to sign. You may wish to seek independent financial advice.</p>	
Is a voluntary sharing arrangement available for the site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. OTHER INFORMATION	
Is there any other information in relation to the sale of the relocatable home to give to the buyer?	Not applicable.
<i>[e.g. any information that may affect the value of the home? Were there previous repairs or damage?]</i>	
	<i>[attach more documents as needed]</i>
DECLARATION BY SELLER / SELLER'S AGENT	
<p>The seller / the seller's agent, declares that:</p> <ul style="list-style-type: none"> this document (the purchase disclosure notice) contains all representations in relation to the proposed sale of the relocatable home by the seller or the seller's agent at the date of signature; and the seller has not knowingly withheld information that is likely to have an impact on the buyer's purchase of the relocatable home. 	
Name: <u>Marcel La Macchia</u> Seller / Seller's agent	Signature : _____ Date: <u>23 / 06 /2025</u> x DD MM YYYY