

GOUGHS BAY CARAVAN PARK

DISCLOSURE STATEMENT RELATING TO LONG TERM HOLIDAY SITE AGREEMENT

THIS DISCLOSURE STATEMENT is to be given to a person intending to enter into a Long Term Holiday Site Agreement at the Park.

1. Fees

Details of occupation fees and other fees payable under the Agreement are as follows: -

See schedule 1 (attached)

2. Additional charges to be paid by the occupant

- (a) Electricity charges as metered at the domestic rate at the time.
- (b) An annual antenna fee where applicable.
- (c) Excess usage fees. (usage in excess of 60 nights per year)

3. What is the term of the Agreement?

The term of the Agreement shall commence on the commencement date and shall expire on the 12th November following the commencement date.

4. Can the Agreement be renewed?

The occupant may apply for renewal of the Agreement at least 60 days before the end of the term. The Agreement will be renewed for a further year on the then current terms (including as to site fees) applicable in the Park at that time unless: -

- (a) The dwelling fails to meet the standards required by the owner for dwellings within the Park; or
- (b) The owner proposes to use the site or any part of it otherwise than a site for an annual site agreement (see clause 13 of the Agreement).

5. Can the dwelling be sold on site?

The dwelling may only be sold on site if the Park owner has agreed to enter into a site agreement with the purchaser. The sale is only completed when a transfer fee equal to \$500.00 or 5% of the sale price (whichever is greater) is paid to the park owner. Otherwise, sale of the dwelling brings the Agreement to an immediate end and the dwelling must be removed from the Park.

6. Is there any restriction on the types of moveable dwellings allowed at the Park?

Yes. We follow the Removable Dwellings Act .

7. **Is there a limit on the number of days I can access the Park?**

Yes. The annual fee allows the registered occupants to use the Park up to 60 nights per year, provided that in no one event a person stays in the Park for a continuous period of no longer than 45 days.

8. **Can the owner require relocation of the dwelling during the term of the Agreement?**

Yes. The owner can require relocation at any time upon giving 60 days notice.

9. **Who pays the cost of relocation?**

The owner shall reimburse the direct cost of relocation unless it is required by the direction of or to comply with a policy of any competent authority in which case the cost must be borne by the owner of the dwelling.

10. **Are there any restrictions on visitors coming into the Park?**

All visitors must report to the office on arrival and pay the appropriate fee. If fees are not paid by visitors the site holder is responsible at the discretion of the owner.

11. **How will disputes be resolved?**

Other than excluded disputes, disputes will be resolved by mediation – see clause 12 of the Agreement.

12. **What may be erected on the site other than the dwelling?**

No structures may be erected on the site without the written consent of the Park owner.

13 **How many vehicles may be parked on the site?**

One car and one trailer (including boat) maybe parked at the site or two cars.

ACKNOWLEDGEMENT

I acknowledge receipt of a copy of this Disclosure Statement and a copy of the Annual Site Agreement in use within the Park.

Signature:

Full name:

Address:

Date:

...../...../.....

SCHEDULE 1 TO LONG TERM HOLIDAY SITE AGREEMENT

LONG TERM HOLIDAY SITE FEES 2009/20010:

LEVEL	ANNUAL	HALF YEARLY	QUARTERLY
Standard site	\$1854.00	\$2039.40	\$2224.80
Large site	\$2369.00	\$2605.90	\$2842.80
Extra Adult (16 & over)	\$195.70	\$ 215.30	\$234.85
Extra Child (4 to 15)	\$ 97.85	\$ 107.65	\$117.45
Excess usage	\$10.00 per night in excess of 60 nights per year		

ACCOUNTS ARE ISSUED ON 1ST OCTOBER, JANUARY, APRIL AND JULY AND FEES ARE PAYABLE ON 11TH NOVEMBER. FEBRUARY, MAY, AND AUGUST ONE WEEKS GRACE IS GIVEN AND AFTER THAT A WEEKLY ACCOUNTING FEE OF \$10.00 PER WEEK IS CHARGED. IF ANNUAL AND HALF YEARLY FEES ARE NOT PAID ON THE DUE DATE THEY WILL REVERT TO QUARTERLY PAYMENTS

REGISTERED OCCUPANTS

REGISTERED OCCUPANTS ARE THOSE PEOPLE NOMINATED BY THE PRINCIPLE OCUPYER AND INCLUDED IN THE ANNUAL FEES.

VISITORS TO ANNUAL SITES:

OVERNIGHT STAYS ADULT (16 & OVER):	-	\$9.00 / night
CHILD (4 TO 15):	-	\$4.50 / night
CHILD UNDER 4:	-	NO CHARGE

ANNUAL SITE HOLDERS ENTITLED TO 1 CAR AND 1 TRAILER PER SITE.

(Unless by prior arrangement)

EXTRA CARS & BOAT TRAILERS ARE TO BE LEFT IN CARPARK.

Prices are G.S.T inclusive

SCHEDULE 2 TO LONG TERM HOLIDAY SITE AGREEMENT

ITEM 1 – Owner's name and address:
ITEM 2 – Name of Park:	GOUGHS BAY CARAVAN PARK
ITEM 3 – Principal occupant name and address:
ITEM 4 – Permitted occupants: Names: (Date of birth required for children under the age of 16 only. Where occupants are over the age of 16 write adult in the D.O.B. field) <p align="right">D.O.B......</p> <p align="right">D.O.B......</p> <p align="right">D.O.B......</p> <p align="right">D.O.B......</p> <p align="right">D.O.B......</p>
ITEM 5 – Site number:	...
ITEM 6 – Annual site fee:	(See schedule 1 – attached)
ITEM 7 – Additional fees for visitors and/or invitees:	(See schedule 1 – attached)
ITEM 8 – Permitted Nights:	Unlimited nights (see agreement)
ITEM 9 - Number of vehicles which may be parked on site:	1 motor vehicle and 1 other OR 2 motor vehicles
ITEM 10 – Commencement date of Annual Site Agreement:	...
ITEM 11 – End date of Annual Site Agreement:	...11./NOV./2010