



**VIC Parks**

VICTORIAN CARAVAN PARKS ASSOCIATION

# **ANNUAL HOLIDAY SITE AGREEMENT**

Revised March 2024

Park Owner (initial here) \_\_\_\_\_  
Principal Occupant/s (initial here) \_\_\_\_\_ / \_\_\_\_\_

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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, which is a Long Term Holiday Site, for the purpose of storing the Dwelling.
- C. 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.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

In this Agreement, unless the context requires otherwise –

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

**“Additional Nights”** means any night or nights in excess of the Permitted Nights that any of the Occupants occupy the Dwelling during the Term.

**“Agreement”** means this agreement.

**“Annual Holiday Site Agreement”** means an agreement to occupy a Long Term Holiday Site for a fixed term of one year.

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

**“Charges”** means the charges specified in Item 11 of 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.

**“Dwelling”** means the movable dwelling located on the Site.

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

**“Embedded Network Exempt Seller”** means the owner of an embedded electricity network holding an exemption under the Exempt Selling Guideline published by the Australian Energy Regulator.

**“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 Dwelling within the Caravan Park; and

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(e) the Park Rules.

**“Expiry Date”** means the date outlined at Item 6 of the Schedule and failing a date being nominated at Item 6 of 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, the Metropolitan Fire Brigade and any other body which has the power to impose fire safety requirements in respect to caravan parks in Victoria.

**“Long Term Holiday Site”** means a site within the Caravan Park which has been reserved for an extended period and upon which is situated a movable dwelling which is occupied from time to time on a Non-Residential Basis.

**“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.

**“Office of the Essential Services Commission”** means the State Government of Victoria’s Independent Economic Regulator of Essential Services.

**“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 Continuous Period”** means 45 days.

**“Permitted Nights”** means the number of nights specified in the Schedule.

**“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).

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“**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 and on behalf of all Permitted Occupants.

“**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 site, within the Caravan Park, specified in the Schedule.

“**Site Fee**” means the site fee specified in the Schedule.

“**Special Conditions**” means any conditions outlined at Item 10 of 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 occupies the Dwelling at any time with the consent of any of the Occupants and any person coming on to the Caravan Park to visit any person occupying the Dwelling 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;

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- 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 Dwelling 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 storing the Dwelling for the Term and that the use of the Dwelling by the Occupants as permitted by this Agreement shall be for holidaying purposes only and under no circumstances shall any person who has the right to use the Site under this Agreement be or become a resident or a site tenant within the meaning of the *Residential Tenancies Act 1997* (Vic).

## 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 Item 11 of the Schedule;
- 3.1.3. Any charge or fee for any Dwelling located on the site that is required by or at the direction of, or to comply with a policy of, any competent authority;
- 3.1.4. Fees for Additional Nights as set out in the Schedule; and
- 3.1.5. Visitor Fees as set out in the Schedule.

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- 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 direct debit from a bank account.
- 3.3. The Principal Occupant will only be required to pay the Owner for the use of any electricity, gas and water used by the Occupants if such services are individually metered and the costs disclosed in the Schedule. The Owner shall provide the Principal Occupant with copies of any relevant meter readings on request.
- 3.4. If the site is individually metered for water, the Principal Occupant will be liable to pay the Owner sewerage usage charges to be calculated in the same manner as the water and sewerage supply authority servicing the Caravan Park calculates sewerage usage charges for residential properties in the area covered by the authority. The manner of calculation as at the date of this Agreement is set out in the Schedule.
- 3.5. The Owner will pay for the cost of provision to the Site of all reticulated services available in the Caravan Park if those services are not separately metered.
- 3.6. 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 Site, 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 ELECTRICITY

- 4.1. This clause 4 applies if the Schedule specifies that the Owner is an Embedded Network Exempt Seller.
- 4.2. The Owner supplies electricity to patrons of the Caravan Park through an embedded network owned by the Owner.
- 4.3. The Principal Occupant has the right to either –
  - (a) purchase electricity from the Owner; or
  - (b) purchase electricity from an electricity retailer of the Principal Occupant's choice.
- 4.4. If the Principal Occupant elects to purchase electricity from a retailer ("External Retailer") other than the Owner then the Principal Occupant must bear all costs that must be incurred to facilitate the supply of electricity by the External Retailer to the Site.
- 4.5. If the Principal Occupant elects to purchase electricity from the Owner, the Principal Occupant will be liable to pay the Owner, in addition to usage charges, any electrical supply charge or

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other periodic fee for the supply of electricity as determined, amended or published from time to time by the Office of the Essential Services Commission.

## 5. DUTIES OF OWNER

The Owner must –

- 5.1. perform all duties specified as being duties of the Owner;
- 5.2. unless the Dwelling is already located on the Site, ensure that the Site is vacant so that the Dwelling can be installed at the cost of the Principal Occupant on the Commencement Date;
- 5.3. allow the Occupants non-exclusive use of the Site without unreasonable interruption by the Owner;
- 5.4. subject to clause 6.4, allow the Permitted Occupants to occupy the Dwelling and use the facilities of the Caravan Park for the Permitted Nights;
- 5.5. keep common areas, gardens, roadways, paths and recreation areas in the Caravan Park clean and in a safe condition; and
- 5.6. 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 the Site is used on a Non Residential Basis only;
- 6.3. 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;
- 6.4. ensure that the aggregate of the nights on which any of the Permitted Occupants occupies the Site does not exceed the Permitted Nights;
- 6.5. ensure that none of the Occupants use the Site for any continuous period greater than the Permitted Continuous Period;
- 6.6. advise the Owner in writing within 7 days of changing address;
- 6.7. maintain the Site in a neat and tidy condition and comply with the reasonable directions of the Owner to do so;
- 6.8. maintain the Dwelling in good repair and in a clean and tidy condition and comply with the reasonable directions of the Owner to do so;

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- 6.9. not carry out any Works on the Site 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. 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;
- 6.11. 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;
- 6.12. 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 servicing the Site to be overloaded;
- 6.13. obtain, at the cost of the Principal Occupant, a certificate of electrical safety in respect of the Dwelling if reasonably required to do so by the Owner and provide the Owner with a copy of the certificate upon request;
- 6.14. not carry out, or cause to be carried out, any plumbing works or gas works on the Site or in the Dwelling 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;
- 6.15. at the cost of the Principal Occupant comply with any Statutory Order as far as it relates to the Dwelling;
- 6.16. advise, and ensure that all Permitted Occupants and Visitors advise, the Owner each time they arrive at or depart from the Caravan Park;
- 6.17. only park on the Site the number of Vehicles specified in Item 8.7 of the Schedule and not park Vehicles within the Caravan Park other than within areas designated for that purpose;
- 6.18. use, and ensure that all Visitors use, the Site, the Caravan Park and all communal areas and facilities within the Caravan Park that the Occupants are entitled to use, properly;
- 6.19. not advertise or allow or suffer to be advertised by any means, the Site or the Dwelling, or any part thereof, as being available for rent on a short-term basis;
- 6.20. not allow or suffer any person to occupy the Site or the Dwelling, 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;
- 6.21. at the cost of the Principal Occupant, at all times observe all fire safety requirements imposed by any Fire Authority or by law so far as they relate to the Dwelling including, without limitation -
  - (a) the installation in the Dwelling 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

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- (b) the maintenance of clear access between the Dwelling and the boundaries of the Site for fire fighter access.
- 6.22. if required by the Owner, obtain insurance with respect to the Dwelling at the Principal Owner's cost and provide the Owner with a copy of the certificate of currency;
- 6.23. provide all of the information required to fully complete the Schedule;
- 6.24. comply with any Special Conditions outlined at Item 10 of 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) uses the Site as his, her or their only or main place of residence;
  - (e) uses the Site continuously for a period greater than the Permitted Continuous Period; or
  - (f) 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 Dwelling 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 DWELLING

- 8.1. If at any time during the Term the relocation of the Dwelling is required by the direction of, or to comply with a policy of, any competent authority, the Principal Occupant must relocate the

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Dwelling 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 Dwelling may be relocated, 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 or title to the Dwelling;
- (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 Dwelling;
- (f) if the Site or the Caravan Park becomes unfit for human habitation;
- (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 (including the Dwelling unless it has been sold to remain on the Site and the Owner has entered into an Annual Holiday Site Agreement with the purchaser of the Dwelling) 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 Dwelling 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 Dwelling, the Principal Occupant must not leave the Dwelling on the Site at the End Date 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.

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- 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 Dwelling is to be occupied by a Visitor.
- 10.2. The Owner may charge the Principal Occupant additional fees in respect of any Visitor who stays in the Dwelling. Any such additional fee will be no greater than that which is charged for additional persons occupying short term powered tourist sites in the Caravan Park.
- 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 Dwelling for longer than the period set out in Item 8.5 of the Schedule;
- 10.5. no more than the number of Visitors specified in Item 8.4 of the Schedule may stay at the Site or in the Dwelling 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 Item 8.3 of the Schedule;
- 10.7. all Occupants and Visitors must be accommodated in the Dwelling. At no time is any person permitted to camp on the Site;
- 10.8. the Principal Occupant must not require a Visitor to pay any fee for staying on the Site or in the Dwelling.

## 11. SALE OF DWELLING

- 11.1. If the Principal Occupant wishes to sell the Dwelling to remain on Site, the Principal Occupant must: -
- (a) request permission from the Owner, in writing, to sell the Dwelling on Site, 28 days prior to entering into any agreement to sell or dispose of the Dwelling; and
  - (b) inform any prospective purchaser that the sale of the Dwelling ends this Agreement; and
  - (c) 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 Dwelling to remain on the Site or any other site within the Caravan Park.
- 11.2. The Owner reserves the right to charge a transfer fee upon the sale of the Dwelling to remain on the Site to be calculated as specified in the Schedule.

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11.3. The Owner must act reasonably in assessing any proposal advanced by the Principal Occupant for the sale of the Dwelling to remain on the Site but is not obliged to agree to the sale of the Dwelling to remain on the Site or any other site within the Caravan Park or to enter into an Annual Holiday Site Agreement with the purchaser of the Dwelling.

## 12. ABANDONED GOODS

12.1. If the Principal Occupant fails to comply with clause 9.2 of this Agreement –

- (a) the Dwelling 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 daily storage fee equivalent to the overnight rate charged to tourists for powered sites in the Caravan Park as at the End Date.
- (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 Dwelling 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.

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## 14. PPSA

- 14.1. The Principal Occupant and the Owner acknowledge that clause 13.1 creates a Security Interest in the Dwelling 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.

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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.

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Principal Occupant/s (initial here) \_\_\_\_\_ / \_\_\_\_\_

- 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.



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

Signed by the Principal Occupant/s )  
in the presence of

Witness

X.....

.....

(Print full name)

Occupant/s

X.....

.....

(Print full name)

X.....

.....

(Print full name)

date: ..... /..... /.....

Signed by or on behalf of the Owner )  
in the presence of

Witness

X.....

.....

(Print full name)

X.....

.....

(Print full name)

date: ..... /..... /.....