



I N V E R L O C H   S U R F S I D E

*your holiday retreat*

## **DISCLOSURE STATEMENT** **ANNUAL HOLIDAY SITES**

The purpose of this Disclosure Statement is to provide a summary of important information to any prospective Annual Holiday Site Occupants before they accept an offer to enter an Annual Holiday Site or commit to the acquisition of an unregistrable moveable dwelling located on an Annual Holiday Site at Inverloch Surfside.

If you require further information or have any questions which are not addressed in this disclosure statement or the Annual Holiday Site Agreement, please feel free to telephone us on 03 5674 1998 or email us at [info@inverlochsurfside.com.au](mailto:info@inverlochsurfside.com.au).

### **WHAT SITE WILL I OCCUPY?**

Your site will be clearly identified to you.

### **HOW BIG IS THE SITE?**

Sites vary in size and will be measured and clearly identified to you.

### **WILL I OWN THE SITE?**

You will own the Dwelling on the site and have an occupancy right under the Annual Holiday Site Agreement executed between Inverloch Surfside and the Principal Occupant of the site. You will not own or have any proprietary rights or legal interest to the site or land at anytime.

### **FOR HOW LONG MAY I OCCUPY THE SITE?**

The site can only be occupied within the dates specified in the Annual Holiday Site Agreement

### **CAN THE SITE BE RENEWED EACH YEAR?**

The Annual Holiday Site Agreement expires on the 30<sup>th</sup> of June each year. The Park Owner may offer the Principal Occupier of the site an opportunity to accept and enter into a new Annual Holiday Site Agreement for the following year within the terms and conditions specified in the Annual Holiday Site Agreement. You should carefully read Clause 16 of the Annual Holiday Site Agreement.

### **CAN I LIVE ON THE SITE?**

No. The Annual Holiday Site Agreement permits holiday occupancy only and any residential living is prohibited.

### **HOW MANY NIGHTS CAN THE SITE BE OCCUPIED?**

You can stay up to 180 permitted nights per year provided you do not exceed 45 continuous nights.

### **CAN I RENT MY CARAVAN OR CABIN OUT DURING THE HOLIDAYS?**

No unfortunately you cannot rent your site out to the public. All our sites are annual sites used for holiday purposes only.

### **CAN THE ANNUAL HOLIDAY SITE AGREEMENT BE TERMINATED?**

Yes, but only by the Park Owner. The Principal Occupant remains responsible for payment of all fees for the duration of the Annual Holiday Site Agreement. The Park Owner may terminate the agreement in accordance with Clause 7 of the Annual Holiday Site Agreement where the Principal Occupant or invitee has breached the terms of the Agreement.

*Inverloch Surfside advises you should seek independent legal advice prior to signing any Annual Holiday Site Agreement.*



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**CAN THE PRINCIPAL OCCUPIER SELL, BEQUEATH OR TRANSFER THE OCCUPANCY?**

No. The agreement automatically ends if ownership or title is transferred to another party.

**HOW MUCH ARE THE ANNUAL FEES?**

Refer to attached Schedule of Fees 2024-25.

**WHAT OTHER FEES OR CHARGES MUST I PAY?**

You must pay metered services connected to the site such as Electricity and a Monthly Service Fee. The tariffs and fees are set by the State Government and can be altered from time to time by the State Government.

**WHAT WORKS MAY I CARRY OUT ON THE SITE?**

No work can be carried out on the site without the express written approval of the Park. Where approved by the Park and where applicable, compliance with any municipal or State Government planning or building requirements is required.

**WHAT ARE THE ARRANGEMENTS FOR THE PARKING OF VEHICLES AND STORAGE OF BOATS, CARAVANS or TRAILERS?**

Park access is restricted to one motor vehicle at any given time unless an Additional Vehicle Fee is paid. The Permitted Vehicle and Additional Vehicle may not be left in the Park when the Site holder is not in residence. Subject to availability of Boat parking you can bring a Boat into the Park, however a Boat Access Fee applies.

**WHAT AMENITIES ARE PROVIDED IN THE PARK?**

All facilities in the Park are available to registered Annual Guests to use during normal business hours.

**ARE CHARGES MADE FOR THE USE OF THE AMENITIES?**

There are no charges other than normal site fees for use of the facilities for occupants. Visitor fees may be payable in advance for use of any facilities and all visitors using the facilities must register at Reception before entering the Park.

**WHO MAY STAY IN MY DWELLING?**

Only the Principal Occupants and registered guests may stay in the dwelling. Visitors are welcome provided they register at the Park reception **prior to entering the Park** and pay any applicable Visitors Fees.

**CAN THE DWELLING ON THE SITE BE SOLD & REMAIN ON THE SITE?**

The Annual Holiday Site Agreement is automatically terminated if you transfer ownership or title of the dwelling. You should refer to Clause 11 of the Annual Holiday Site Agreement and make your own inquiries directly with the Park Owner if you wish to sell the dwelling.

**ARE PETS ALLOWED?**

For the comfort and safety of all Park Occupants, no pets are allowed.

**ARE THERE ANY OTHER RULES APPLICABLE TO ANNUAL HOLIDAY SITE OCCUPIERS?**

Yes. Every caravan park in Victoria is required to have caravan park rules (the Park Rules). You should ask for a copy of the Park Rules or read the copy on public display.

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