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RESIDENTIAL PARKS (LONG-STAY TENANTS) ACT 2006

RESIDENTIAL PARKS
(LONG-STAY TENANTS)
REGULATIONS 2007

Western Australia

Residential Parks (Long-stay Tenants) Regulations 2007

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1		Pers

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Residential Parks (Long-stay Tenants) Act 2006

Residential Parks (Long-stay Tenants) Regulations 2007

Made by the Governor in Executive Council.

1. Citation

These regulations are the *Residential Parks (Long-stay Tenants) Regulations 2007*.

2. Commencement

These regulations come into operation as follows:

- (a) regulations 1 and 2 on the day on which these regulations are published in the *Gazette*;
- (b) the rest of the regulations on the day on which the *Residential Parks (Long-stay Tenants) Act 2006* comes into operation.

3. Terms used in these regulations

In these regulations —

"agreement" means a long-stay agreement;

"bond holder" means the ADI or a bond administrator;

"fixed term on-site home agreement" means an on-site home agreement for a fixed term tenancy;

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- "fixed term site-only agreement" means a site-only agreement for a fixed term tenancy;
- "periodic on-site home agreement" means an on-site home agreement for a periodic tenancy;
- "periodic site-only agreement" means a site-only agreement for a periodic tenancy;
- "security bond amount" includes part of a security bond amount;
- "tenant" means a long-stay tenant.

4. Periodic on-site home agreement (s. 10(b) and (c) of the Act)

A periodic on-site home agreement —

- (a) may be (but is not required to be) in the form set out in Schedule 1; but
- (b) for the purposes of section 10(b) and (c) of the Act, must contain the clauses and other information set out in Schedule 1

5. Fixed term on-site home agreement (s. 10(b) and (c) of the Act)

A fixed term on-site home agreement —

- (a) may be (but is not required to be) in the form set out in Schedule 2; but
- (b) for the purposes of section 10(b) and (c) of the Act, must contain the clauses and other information set out in Schedule 2.

6. Periodic site-only agreement (s. 10(b) and (c) of the Act)

A periodic site-only agreement —

(a) may be (but is not required to be) in the form set out in Schedule 3; but

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(b) for the purposes of section 10(b) and (c) of the Act, must contain the clauses and other information set out in Schedule 3.

7. Fixed term site-only agreement (s. 10(b) and (c) of the Act)

A fixed term site-only agreement —

- (a) may be (but is not required to be) in the form set out in Schedule 4; but
- (b) for the purposes of section 10(b) and (c) of the Act, must contain the clauses and other information set out in Schedule 4.

8. Condition report (s. 11(1)(d) and 95(2)(a) of the Act)

- (1) For the purposes of section 11(1)(d) of the Act, the report that a park operator must give to a proposed tenant in relation to proposed agreed premises before making an agreement is
 - (a) if the agreement is an on-site home agreement, a report in the form set out in Schedule 5 clauses 1, 2, 3 and 4; and
 - (b) if the agreement is a site-only agreement, a report in the form set out in Schedule 5 clauses 2, 3 and 4.
- (2) The park operator must
 - (a) complete all those parts of the report that record the park operator's opinion of the condition of the premises before the commencement of the tenancy; and
 - (b) give 2 copies of that report to the proposed tenant.

Penalty: a fine of \$5 000.

- (3) Within 7 days after signing the agreement, the tenant must
 - (a) complete those parts of the report that record the tenant's opinion of the condition of the property as it was before the commencement of the tenancy; and
 - (b) give a copy of that report to the park operator.

Penalty: a fine of \$5 000.

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- (4) As soon as practicable after the tenancy is terminated, the park operator and former tenant must each
 - (a) complete those parts of the report that record his or her opinion of the condition of the property after the termination of the tenancy; and
 - (b) give a copy of the report to the other party.

Penalty: a fine of \$5 000.

(5) A person commits an offence if, in a report under this regulation, the person provides information the person knows, or ought to know, is false or misleading. Penalty: a fine of \$5 000.

9. Information sheet (s. 11(1)(g) of the Act)

- (1) For the purposes of section 11(1)(g) of the Act, the information sheet a park operator must give to a person before making an agreement is
 - (a) if the agreement is an on-site home agreement, an information sheet in the form set out in Schedule 6; and
 - (b) if the agreement is a site-only agreement, an information sheet in the form set out in Schedule 7.
- (2) A person commits an offence if, in the information sheet, the person provides information the person knows, or ought to know, is false or misleading.

Penalty: a fine of \$5 000.

10. Prescribed payments (s. 12(2)(c) of the Act)

For the purposes of section 12(2)(c) of the Act, payments of fees or charges specified in Schedule 8 are prescribed as payments, in addition to payments of money for rent and a security bond, that a park operator may require or receive from a tenant or prospective tenant for or in relation to entering into, renewing, extending or continuing an agreement.

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11. Maximum amount payable for screening suitability of prospective purchasers of relocatable homes

For the purposes of section 95(2)(c), the maximum amount that is payable in respect of a charge referred to in Schedule 8 item 12 is \$200.

12. Default notice (s. 37(c) of the Act)

- (1) A default notice for non-payment of rent
 - (a) may be (but is not required to be) in the form set out in Schedule 9 Division 1; but
 - (b) for the purposes of section 37(c) of the Act, must contain the information set out in Schedule 9 Division 1.
- (2) A default notice for any other breach of an agreement
 - (a) may be (but is not required to be) in the form set out in Schedule 9 Division 2; but
 - (b) for the purposes of section 37(c) of the Act, must contain the information set out in Schedule 9 Division 2.

13. Notice of termination (s. 38(d) of the Act)

- (1) A notice of termination of a kind referred to in this regulation
 - (a) may be (but is not required to be) in the form set out in Schedule 10 for a notice of that kind; but
 - (b) for the purposes of section 38(d) of the Act, must contain the information set out in Schedule 10 for a notice of that kind.
- (2) If the notice of termination is given by the park operator
 - (a) for non-payment of rent in respect of which a default notice has been issued the information is set out in Schedule 10 Division 1 Subdivision 1;

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- (b) for non-payment of rent in respect of which a default notice has not been issued the information is set out in Schedule 10 Division 1 Subdivision 2;
- (c) for any other breach of an agreement in respect of which a default notice has been issued the information is set out in Schedule 10 Division 1 Subdivision 3:
- (d) on the sale of the park premises the information is set out in Schedule 10 Division 1 Subdivision 4;
- (e) without grounds the information is set out in Schedule 10 Division 1 Subdivision 5.
- (3) If the notice of termination is given by a tenant, the information is set out in Schedule 10 Division 2.
- (4) If the notice of termination is given by a park operator or tenant under section 45 of the Act, the information is set out in Schedule 10 Division 3.

14. Notice to former tenant about abandoned goods (s. 48(4)(a) of the Act)

A notice to a former tenant about abandoned goods stored by a park operator —

- (a) may be (but is not required to be) in the form set out in Schedule 11; but
- (b) for the purposes of section 48(4)(a) of the Act, must contain the information set out in Schedule 11.

15. Park liaison committee's prescribed functions (s. 61(2)(a)(iv) of the Act)

For the purposes of section 61(2)(a)(iv) of the Act, a park liaison committee's functions include to advise and consult with the park operator about the development of policies for the installation and maintenance of the following —

- (a) roads on the residential park;
- (b) street and other security lighting on the residential park;

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(c) fencing within, and along the boundaries of, the residential park.

16. Prescribed matters relating to compensation determination (s. 65(2)(e) of the Act)

For the purposes of section 65(2)(e) of the Act, the matters to which the State Administrative Tribunal may have regard to when determining the amount of compensation to be paid to the tenant on the termination of a site-only agreement include the cost incurred by a tenant in travelling, and transporting his or her possessions that were kept at the park premises, for the shorter of —

- (a) the distance from the residential park to another site designated by the tenant; and
- (b) 600 km.

17. Interest on security bond amount paid into ADI account (s. 92 of the Act)

- (1) In this regulation
 - "prescribed rate" means the rate prescribed in subregulation (2);
 - "relevant bank accepted bills rate" means the 30 day bank accepted bills rate as published in Table F.1 of the "Reserve Bank of Australia Bulletin" for the month that is 2 months before the month in respect of which the interest is to be paid.
- (2) For the purposes of section 92(a) of the Act, the minimum rate at which interest accrues on a security bond amount paid into an ADI account is 70% of the relevant bank accepted bills rate, calculated on a daily basis.
- (3) For the purposes of section 92(b) of the Act, an amount equal to the amount of interest accrued at the prescribed rate must be paid to the Rental Accommodation Fund within 5 working days of the end of each month.

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(4) For the purposes of section 92(c) of the Act, an amount equal to the difference between the amount of interest accrued at the prescribed rate and the amount of interest accrued at the higher rate must be paid to the tenant on the day on which the security bond amount is paid out to the tenant or the park operator in accordance with regulation 18.

18. Disposal of security bond amounts — general (s. 92(e) and 94(c) of the Act)

- (1) For the purposes of sections 92(e) and 94(c) of the Act, a security bond amount must be paid out by a bond holder in accordance with this regulation.
- (2) On receipt of
 - (a) an application for the payment in a form approved by the Commissioner signed by both parties to the agreement to which the amount relates; or
 - (b) a copy of an order by the State Administrative Tribunal,

the bond holder must pay the amount in accordance with the application or order.

- (3) For the purposes of subregulation (2)(a)
 - (a) if a party is deceased the application may be signed by the party's executor or administrator; or
 - (b) if a party is represented by a manager or administrator under a written law the application may be signed by the manager or administrator.

19. Disposal of unclaimed security bond amounts (s. 92(e) and 94(c) of the Act)

- (1) In this regulation
 - "DOTAG" means the department of the Public Service principally assisting the Attorney General in the administration of Acts administered by the Attorney General;

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"Unclaimed Security Bond Account" means the account established under subregulation (7).

- (2) This regulation applies where a bond holder has reason to believe that 6 months have elapsed since the termination of an agreement and a security bond amount in respect of the agreement is still being held by the bond holder.
- (3) The bond holder must give notice in writing to the park operator and the tenant in whose names the security bond amount is held
 - (a) informing them that the bond holder has reason to believe that 6 months have elapsed since the termination of the agreement and that the amount is still being held by the bond holder; and
 - (b) inviting them to apply under the Act or regulation 18(2)(a) to have the amount paid out; and
 - (c) notifying them that, if the amount is still in the possession of the bond holder after 60 days from the date of the notice, the amount will be paid to the Unclaimed Security Bond Account.
- (4) If after 60 days from the date of the notice the security bond amount is still in the possession of the bond holder, the bond holder must pay the amount to the Unclaimed Security Bond Account.
- (5) A security bond amount that remains in the Unclaimed Security Bond Account at the expiry of 6 years from the day on which it is paid into that account must be paid into the Consolidated Account.
- (6) Regulation 18 applies with any necessary modifications to a security bond amount while it is in the Unclaimed Security Bond Account as if a reference to a bond holder were a reference to the chief executive officer of DOTAG.

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(7) For the purposes of this regulation, the chief executive officer of DOTAG must establish in the Residential Accommodation Fund an account called the Unclaimed Security Bond Account.

20. Park rules (s. 95(2)(f) of the Act)

For the purposes of section 95(2)(f) of the Act, a park operator must ensure that park rules for a residential park provide for the following matters —

- (a) restrictions on the making of noise;
- (b) the parking of motor vehicles;
- (c) the conduct and supervision of children;
- (d) the use and operation of common facilities;
- (e) the storage of goods by tenants outside agreed premises;
- (f) the park's office hours;
- (g) the cleaning of gutters;
- (h) tree maintenance;
- (i) emergency procedures.

Penalty: a fine of \$5 000.

21. Amendments to park rules (s. 95(2)(f) of the Act)

(1) In this regulation —

"amendment" to park rules, includes the following —

- (a) a variation of a rule;
- (b) the addition of a rule;
- (c) the removal or replacement of a rule.
- (2) A park operator may make written amendments to the park rules of a residential park in accordance with this regulation.
- (3) An amendment does not have effect unless each resident of the residential park has been given written notice of the amendment.

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- (4) Except as provided in subregulation (5), notice must be given at least 30 days before the day on which the amendment is to have effect.
- (5) If the proposed amendment affects the use of shared premises in the residential park, notice must be given at least 7 days before the day on which the amendment is to have effect.

Schedule 1 Periodic on-site home agreement

Division 1 Preliminary

Schedule 1 — Periodic on-site home agreement

[r. 4]

Introduction (1) This agreement is for the rental of— (a) the site stated in clause 4: and

(a) the site stated in clause 4; and
(b) a relocatable home provided on the site by the park operator.
(2) This agreement is for a periodic tenancy commencing on the day specified in clause 5.
Note: A periodic tenancy is one where there is no fixed term.

Notes to tenants

This agreement is in 10 Divisions:

Division 1 — Preliminary

Division 2 — Rent, fees and charges

Division 3 — Table of fees and charges for services and utilities

Division 4 — General terms

Division 5 — Special terms

Division 6 — Condition report

Division 7 — Park rules

Division 8 — Information sheet

Division 9 — Acceptance

Division 10 — Tenant's checklist

Before you sign this agreement, you should have completed the **TENANT'S CHECKLIST** in Division 10.

If you need general information about renting at a residential park —

- call the Consumer Protection Advice Line: 1300 30 40 54
- visit the Consumer Protection website: www.docep.wa.gov.au

WARNING

This is a long-stay agreement with no fixed term.

You could be given 60 days notice to vacate the site without explanation and you MIGHT NOT receive compensation for losses incurred, such as relocation expenses.

Clause 1 — Terms used in this agreement

In this agreement, unless the contrary intention appears —

"Act" means the Residential Parks (Long-stay Tenants)
Act 2006;

"agreed premises" means the site, the on-site home, any other structures on the site that the tenant is entitled to use or occupy under this agreement, and any fixtures, fittings or chattels that are provided under this agreement for the exclusive use of the tenant;

"Division" means a Division of this agreement;

"on-site home" means the relocatable home provided on the site by the park operator under this agreement;

Periodic on-site home agreement Preliminary Preliminary Division 1

	"park operator" means the party referred to in clause 2;			
	"regulations" means the Residential Parks (Long-stay Tenants) Regulations 2007;			
	"relocatable home", in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site; "residential park" or "park" means the residential park referred to in clause 4;			
	"shared premises", in relation to the residential park, means —			
	(a) the common areas, structures and amenities in the park that the park operator provides for the use of all long-stay tenants or makes accessible to all long-stay tenants; and			
	(b) any fixtures, fittings or chattels in or on the common areas or structures;			
	"site" means the site referred to in clause 4;			
	"tenant" means the party referred to in clause 3.			
Clause 2 — Park operator /	Park operator's details (not required if managing real estate agent's details are provided below)			
managing real	First name Last name			
estate agent details	Business address			
uctuiis	Suburb State $\square \square \square$ Postcode $\square \square \square$			
	Phone () Fax ()			
	Email address			
	Managing real estate agent's details (if applicable)			
	Name			
	Address			
	Suburb State $\square \square \square$ Postcode $\square \square \square$			
	Phone () Fax ()			
	Email address			

Schedule 1 Periodic on-site home agreement

Division 2 Rent, fees and charges

Clause 3 —	Tenant/s name/s				
Tenant/s details	Current address				
uctans					
	Suburb State DDD Postcode DDDD				
	Phone () Fax ()				
	Email address				
	Place of occupation				
	Suburb State $\Box\Box\Box$ Postcode $\Box\Box\Box\Box$				
	Phone () Fax ()				
	Email address				
Clause 4 —	Park name and address				
Residential					
park and site details	Site location (e.g. site number or other description)				
uctains					
	Number of persons to reside permanently in the on-site home:				
	Manimum mumban of a surround to maide in the angles have				
	Maximum number of persons allowed to reside in the on-site home at any one time				
	Area of site (e.g. Zm ² or X metres by Y metres)				
Clause 5 —	Commencement date:				
Agreement	D D M M Y Y Y Y				
commencement					
date					
Di	vision 2 — Rent, fees and charges				
Clause 6 —	(1) Rent: \$ per □ week / □ fortnight / □ month				
Rent	(Please tick applicable period)				
	(2) Number of persons included in the rent:				
	Note: Division 3 specifies what fees or charges for services and utilities are included in the rent, if any.				
Clause 7 —	Rent payment day				
Rent payment day					

Periodic on-site home agreement Rent, fees and charges **Schedule 1**Division 2

Clause 8 —	□ Cash		Cheque		
Method of rent payment	□ EFTPOS		Credit card		
	 □ Direct deposit into specified financial institution □ Other (please specify) 				
Clause 9 —	Place where rent must be paid: (e.g. at the park's office, at the park				
Location of rent payment	operator's financial institution)				
	red .	1 0 1	: 4 % . 2 1 0.4		
Clause 10 — Rent in	The tenant agrees tenancy an amour		ring the first 2 weeks of the		
advance	tenuncy an amoun	. 01.			
	Note: Sectio	n 25 of the Act states th	at this amount must not be more		
	than 2	weeks' rent.			
Clause 11 —	(1) Rent increases allowed: ☐ Yes ☐ No				
Rent variation	Note 1: Under	section 30(2) of the Act	; _		
	 (a) the park operator must give at least 60 days notice of any rent increase; and 				
	th		eased until at least 6 months after ancy period began or the day on d.		
	(2) How the re-	nt may be varied: (i.e	e. basis for reviewing e.g. —		
	for Pe referr	erth published by the ed to in section 5 of	groups consumer price index Australian Statistician the Australian Bureau of Commonwealth); or		
	(b) perce	ntage increase on cu	rrent rent; or		
	(c) review	w on a market rent b	asis).		
	•••••				
	for a re the am the pa purpos	eview of rent on a marke ount of rent to be payal k operator must have re	a long-stay agreement provides et rent basis then, when calculating ble on and after the review date, egard to a report obtained for the from a person licensed under the 178		

Schedule 1 Periodic on-site home agreement

Division 2 Rent, fees and charges

	(3) Wh	en the rent may be varied:	
	Note 3:	The above subclause must set out the effect of section 30 of the Act or, if the park operator's right to increase rent under that section is to be limited by this agreement, a description of that right as varied by that limitation.	
Clause 12 —	(1) The	e tenant is not required to pay —	
No accelerated	(a)	any rent remaining payable under this agreement; or	
rent and liquidated	(b)	rent of an increased amount; or	
damages	(c)	an amount by way of penalty; or	
	(d)	an amount by way of liquidated damages,	
	for any breach of this agreement, the Act or any other written law.		
	law	•	
	Note 1:	Under Schedule 1 clause 18(1) to the Act, this agreement would be void to the extent that it provided for any such payment.	
	reba	e tenant is not entitled to any reduction in rent, or any ate, refund or other benefit, because the tenant has not ached this agreement, the Act or another written law.	
	Note 2:	Under Schedule 1 clause 18(2) to the Act, if in this agreement any reduction, rebate, refund or other benefit were expressed to be dependant on compliance with this agreement, the Act or another written law —	
		 this agreement would be taken to be varied from the commencement of the tenancy; and 	
		(b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.	
Clause 13 —	4 weeks'	rent	
Security bonds	Security d	levices than \$100)	
		on (cats or dogs)	
		than \$100)	
	,	,	
	Total		
	Note:	Section 21(2) of the Act specifies the maximum amount for the security bonds relating to security devices and pets (\$100 each).	

Periodic on-site home agreement Rent, fees and charges **Schedule 1**Division 2

Clause 14 — Charges for additional residents	8	Charge for each person residing on the agreed premises in addition to the number of permanent residents specified in clause 4: \$ per □ night / □ week / □ fortnight / □ month
		(Please tick applicable period)
		For the purposes of subclause (1) specify any provisions relating to —
	((a) what constitutes "residing" (e.g. the minimum period); and
	((b) who is to be considered an "additional person" (e.g. does it include a carer or nurse who stays overnight).
	Note 1:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.
	1	If the charge is not payable at the same time and in the same manner as the rent, specify when and how the charge is to be paid.
	•••••	
	Note 2:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.
	(4)	State any other provisions applicable in relation to the application or calculation of a charge under this clause.
	Note 3:	If there is insufficient space below the subclause, write "Refer to
		Division 5" and specify the details in Division 5.
	Exclud	le this clause: ☐ Yes ☐ No

Schedule 1 Periodic on-site home agreement

Division 2 Rent, fees and charges

Clause 15 — Fees and charges for		The fees and charges set out in Division 3 are payable by the tenant during the term of this agreement for services and utilities provided in relation to the agreed premises.
services /	(2)	If a fee or charge under subclause (1) —
utilities		(a) is not included in the rent; and
		(b) is imposed by a State agency or instrumentality for services or utilities provided by it; and
		(c) is varied by that State agency or instrumentality,
		the amount payable by the tenant for that fee or charge under this agreement will vary accordingly.
	Exclu	de subclause (2): ☐ Yes ☐ No
		subclause is not excluded, are there any modifications or tions to the subclause? \square Yes \square No
	If yes,	outline the modification or restriction below:
	Note:	This subclause can be modified or restricted by marking the relevant box above and by either —
		 setting out the modification or restriction in the space provided below the subclause; or
		(b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 16 — Rates, taxes and charges	impos	ark operator must bear the cost of all rates, taxes or charges ed in respect of the agreed premises and the shared premises any of the following written laws —
payable by		(a) the Land Tax Act 2002;
park operator		(b) the Local Government Act 1995;
		(c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the <i>Water Agencies (Powers) Act 1984</i> , except a charge for water consumed.
	Exclu	de this clause: ☐ Yes ☐ No
		clause is not excluded, are there any modifications or tions to the clause? ☐ Yes ☐ No
	If yes,	outline the modification or restriction below:

Note:		ause can be modified or restricted by marking the relevant ove and by either —
	(a)	setting out the modification or restriction in the space provided below the clause; or
	(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.

Division 3 — Table of fees and charges for services and utilities

Service / Utility	Included in rent (mark "yes" or "no")	Frequency (e.g. monthly, quarterly, yearly)	Cost (specify whether fixed, metered or other)
Electricity			
Gas			
Water			
Telephone			
Mowing / Gardening			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			

Schedule 1 Periodic on-site home agreement

Division 4 General terms

Division 4 — General terms

Clause 17 —	Children allowed to live on the agreed premises: \square Yes \square No		
Children	Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless —		
	 (a) where the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 — the licence permits the park operator to include such a term in this agreement; or 		
	(b) in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements made between the park operator and the long-stay tenants of the lifestyle village.		
Clause 18 —	Pets allowed: ☐ Yes ☐ No		
Keeping of pets	Type and number of pets allowed:		
	Note: The keeping of pets is subject to any local government laws for the relevant district.		
Clause 19 — Shared premises	(1) Specify any premises the tenant will share with other tenants at the park.		
	(2) Specify any restrictions on the access to those premises.		
	(2) Specify any restrictions on the access to those promises.		
	(3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.		

Periodic on-site home agreement General terms Schedule 1

Division 4

Clause 20 — Vacant possession	Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No If yes, outline the modification or restriction below:		
	Note: This clause can be modified or restricted by marking the relevant box above and by either —		
	(a) setting out the modification or restriction in the space provided below the clause; or		
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		
Clause 21 — No legal impediment to occupation of tenanted premises	 On the part of the park operator, there is no legal impediment to the tenant's occupation of the agreed premises as a residence, or to the tenant's use of the agreed premises, for the period of this agreement. In this clause — "impediment" means only an impediment of which, at the time of entering into this agreement, the park operator had 		
	knowledge or ought reasonably to have had knowledge. Exclude this clause: ☐ Yes ☐ No		
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No		
	If yes, outline the modification or restriction below:		
	Note: This clause can be modified or restricted by marking the relevant box above and by either —		
	setting out the modification or restriction in the space provided below the clause; or		
	 (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. 		

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Division 4 General terms

Clause 22 — Responsibility for cleanliness	The tenant must keep the site and both the interior and the exterior of the on-site home in a reasonable state of cleanliness.		
	Exclude this clause: ☐ Yes ☐ No		
	If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No		
	If yes, outline the modification or restriction below:		
	Note: This clause can be modified or restricted by marking the relevant box above and by either —		
	 setting out the modification or restriction in the space provided below the clause; or 		
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		
Clause 23 — Responsibility for damage	(1) The tenant must not intentionally or negligently cause or permit damage to the agreed premises or the shared premises.		
	(2) The tenant must notify the park operator, as soon as practicable but in any case within 3 days, of any damage —		
	(a) to the site or to any fittings or fixtures on the site; or		
	(b) to the exterior or interior of the on-site home; or		
	(c) to any chattels, fittings or fixtures in or on the on-site home that are provided by the park operator for the use of the tenant.		
	Exclude this clause: ☐ Yes ☐ No		
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No		
	If yes, outline the modification or restriction below:		

Periodic on-site home agreement General terms Schedule 1

Division 4

	Note:			use can be modified or restricted by marking the relevant ove and by either —
			(a)	setting out the modification or restriction in the space provided below the clause; or
			(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 24 —	(1)	The	park op	erator must —
Park operator's		(a)		e the agreed premises and the shared premises in onable state of cleanliness; and
responsibility for cleanliness and repairs		(b)		in the shared premises in a reasonable state of iness; and
,		(c)	shared	e and maintain the agreed premises and the premises in a reasonable state of repair having to their age, character and prospective life; and
		(d)	relatio	y with any other written laws that apply in n to the buildings in the residential park or the and safety of residents of the park.
	(2)	subc	lause (1 ified in	iting the park operator's obligations under) the park operator must carry out any work the Condition report set out in Division 6
	Excl	ade th	is claus	e: □ Yes □ No
				excluded, are there any modifications or clause? Yes No
	If yes	s, outl	ine the i	modification or restriction below:
			•••••	
			•••••	
		•••••	•••••	
	Note:			use can be modified or restricted by marking the relevant ove and by either —
			(a)	setting out the modification or restriction in the space provided below the clause; or
			(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 25 — Compensation where tenant	(1)	reaso	onable e	erator must compensate the tenant for any expense incurred by the tenant in making urgent e agreed premises where —
sees to repairs		(a)	the sta result likely	te of disrepair has arisen otherwise than as a of a breach of this agreement by the tenant and is to cause injury to person or property or undue venience to the tenant; and

Schedule 1 Periodic on-site home agreement

Division 4 General terms

	(b)	the tenant has made a reasonable attempt to give to the park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the premises.	
		wever, the park operator is not obliged to compensate the ant unless —	
	(a)	the person who carries out the repairs holds a licence to do such work, if a written law requires the person to hold the licence; and	
	(b)	the tenant has given to the park operator a report prepared by the repairer as to the apparent cause of the state of disrepair.	
	the	clause (1) applies whether or not the tenant has notice of state of the agreed premises at the time when this element is made.	
	Exclude th	nis clause: □ Yes □ No	
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No		
	If yes, out	line the modification or restriction below:	
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —	
		(a) setting out the modification or restriction in the space provided below the clause; or	
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.	
Clause 26 —	The tenan	t —	
Tenant's conduct on premises	(a)	must not cause or permit a nuisance anywhere in the residential park; and	
	(b)	must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.	
	Exclude th	nis clause: ☐ Yes ☐ No	
	If this clau	ise is not excluded, are there any modifications or	
		s to the clause? ☐ Yes ☐ No	
	If yes, out	line the modification or restriction below:	

Periodic on-site home agreement General terms Schedule 1

Division 4

	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	 setting out the modification or restriction in the space provided below the clause; or
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 27 — Quiet enjoyment	(1) The tenant has a right to quiet enjoyment of the agreed premises without interruption by the park operator or any person claiming by, through or under the park operator or having superior title to that of the park operator.
	(2) The park operator must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.
	(3) The park operator must take all reasonable steps to enforce the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the shared premises.
Clause 28 — Locks	(1) The park operator must provide and maintain such locks or other devices as are necessary to ensure that the on-site home is reasonably secure.
	(2) The tenant will not alter, remove or add any lock or similar device to the agreed premises or the shared premises without the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out.
	Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (2) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.
	(3) The park operator will not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out.
	(4) The park operator will not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises.

Schedule 1 Periodic on-site home agreement

Division 4 General terms

	Note 2:	breache in additi	Schedule 1 clause 12(6) to the Act, a park operator who as subclause (3) or (4) above without reasonable excuse, on to any civil liability that the park operator might incur, an offence and is liable to a fine of \$20 000.
	Note 3:	operato lock or o without the time then the	Schedule 1 clause 12(7) to the Act, if an agent of the park r, without reasonable excuse, alters, removes or adds a device to the agreed premises or the shared premises the consent of the tenant given at or immediately before e that the alteration, removal or addition is carried out, e agent, in addition to any civil liability that the agent cur, commits an offence and is liable to a fine of).
	Exclud	de this clause	e: □ Yes □ No
			excluded, are there any modifications or clause? Yes No
	If yes,	outline the r	nodification or restriction below:
	•••••	•••••	
	•••••	•••••	
	•••••	•••••	
	Note 4:		use can be modified or restricted by marking the relevant ove and by either —
		(a)	setting out the modification or restriction in the space provided below the clause; or
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 29 — Park operator's right of entry		other premis	erator may enter the agreed premises and any es occupied by the tenant under this agreement, y relocatable home or other structure provided t —
			ne consent of the tenant given at, or immediately , the time of entry; or
		(b) at any	time in an emergency.
			erator may enter the agreed premises —
		where park of	ing at least 24 hours' written notice to the tenant the park operator requires access to meet the perator's obligations under this Act or to inspect and maintenance to the site; or
		notice 14 day	ay and at a reasonable time specified in a written given to the tenant at least 7 and not more than is in advance, for the purpose of inspecting the ses or for any other purpose; or
		rent un the ren	reasonable time for the purpose of collecting the nder this agreement, where under this agreement at is payable not more frequently than once each and is to be collected at the premises; or

Periodic on-site home agreement General terms Schedule 1

Division 4

(e) for the purpose of carrying out or inspecting necess repairs to or maintenance of the agreed premises, at any reasonable time, after giving the tenant at least 72 hours' notice; or (f) at any reasonable time and on a reasonable number occasions during the 21 days before this agreement ends, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospect tenants; or (g) at any reasonable time and on a reasonable number occasions, after giving the tenant reasonable number occasions, after giving the tenant reasonable notice the purpose of showing the agreed premises to prospective purchasers.
occasions during the 21 days before this agreement ends, after giving the tenant reasonable notice, for t purpose of showing the agreed premises to prospec tenants; or (g) at any reasonable time and on a reasonable number occasions, after giving the tenant reasonable notice the purpose of showing the agreed premises to prospective purchasers.
occasions, after giving the tenant reasonable notice the purpose of showing the agreed premises to prospective purchasers.
English this slaves T Ves T No
Exclude this clause: ☐ Yes ☐ No
If this clause is not excluded, are there any modifications or
restrictions to the clause? ☐ Yes ☐ No
If yes, outline the modification or restriction below:
Note: This clause can be modified or restricted by marking the rele box above and by either —
(a) setting out the modification or restriction in the spa
(b) if there is insufficient space below the clause, writin "Refer to Division 5" and setting out the modification restriction in Division 5.
Clause 30 — (1) The tenant must not affix a fixture or make a renovation of an alteration or addition to the agreed premises:
to remove
alter premises (2) If yes — (a) the written consent of the park operator is required: □ Yes □ No
(b) the following additional conditions apply:

Schedule 1	Periodic on-site home agreemen
Schedule 1	Periodic on-site home agreemen

Division 4 General terms

	(3)	The park operator must not withhold consent unreasonably.			
	(4)	At any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that he or she has, with the park operator's consent, affixed to the premises, unless the removal of the fixture would cause irreparable damage to the agreed premises.			
	(5)	If the tenant's removal of a fixture causes damage to the agreed premises, the tenant must notify the park operator and, at the option of the park operator, repair the damage or compensate the park operator for any reasonable expenses incurred by the park operator in repairing the damage.			
	Exclu	ude this clause: ☐ Yes ☐ No			
		s clause is not excluded, are there any modifications or ctions to the clause? ☐ Yes ☐ No			
	If yes	, outline the modification or restriction below:			
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —			
		 (a) setting out the modification or restriction in the space provided below the clause; or 			
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 31 — Provision for	(1)	The tenant may assign his or her interest under this agreement or sub-let the agreed premises: ☐ Yes ☐ No			
assigning or sub-letting the	(2)	If yes —			
premises		(a) the written consent of the park operator is required: ☐ Yes ☐ No			
		(b) the following additional conditions apply:			
	(3)	If the answer to subclause (2)(a) is yes —			
	(3)	(a) the park operator must not unreasonably withhold			
		consent; and			
		(b) the park operator must not make any charge for giving the consent except for reasonable incidental expenses.			

Periodic on-site home agreement General terms Schedule 1

Division 4

	Note: Under Schedule 1 clause 16(4) to the Act, the operation of a provision of this agreement that purports to permit the assignment of the tenant's interest under this agreement is subject to the operation of any other written law that prohibits or regulates such an assignment.			
Clause 32 — Tenant's vicarious responsibility for breach of	(1) The tenant is vicariously responsible for any act or omission of another person who is lawfully on the agreed premises or the shared premises, if the act or omission would have constituted a breach of this agreement if done or omitted by the tenant.			
agreement	(2) Subclause (1) does not extend to a person who is lawfully on the agreed premises or the shared premises but whose authority does not derive from the permission, express or implied, of the tenant.			
	Exclude this clause: ☐ Yes ☐ No			
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No			
	If yes, outline the modification or restriction below:			
	Note: This clause can be modified or restricted by marking the relevant box above and by either —			
	 setting out the modification or restriction in the space provided below the clause; or 			
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 33 —	(1) The park operator reserves the right to reposition the on-site			
Repositioning	home to a comparable site in the park if necessary:			
of on-site home	☐ Yes ☐ No (2) If yes the perk energial must now for all the tenent's			
	(2) If yes, the park operator must pay for all the tenant's expenses resulting from any repositioning of the on-site home.			
Clause 34 — Notice of	The period of notice for the termination of this agreement is:			
termination	Note 1: If notice of termination is given —			
	(a) by the park operator under Part 3 Division 2 of the Act; or			
	(b) by the tenant under Part 3 Division 3 of the Act,			
	section 33(1) of the Act provides that this agreement terminates when the above period of notice has expired and the tenant has given vacant possession of the agreed premises to the park operator			

Schedule 1 Periodic on-site home agreement

Division 5 Special terms

	Note 2:		n 33(3) of the Act provides that in any other case, this nent ends when —
		(a)	the State Administrative Tribunal terminates this agreement under Part 5; or
		(b)	a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or
		(c)	a mortgagee of the agreed premises takes possession of the premises under the mortgage; or
		(d)	the tenant abandons the agreed premises; or
		(e)	the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or
		(f)	the rights under this agreement of the park operator or the tenant are ended by merger.
	Note 3:	Sections 41 and 42 state that, if the park operator gives notice of termination, the notice must specify that the tenant is to give vacant possession of the agreed premises to the operator at least 60 days after the day on which the notice is given.	
	Note 4:	the noti	44 states that, if the tenant gives notice of termination, ice must specify that the tenant intends to give vacant sion of the agreed premises to the operator at least after the day on which the notice is given.
Clause 35 — No unilateral variation of agreement	Except as provided in clauses 33(1) and 36, neither the park operator nor the tenant can vary this agreement unilaterally.		
Clause 36 — Park rules	The tenant agrees to comply with the park rules set out in Division 7 as amended by the park operator from time to time in accordance with regulation 21 of the regulations.		

Division 5 — Special terms

Note 1:	If a term set out in this Division (a "special term") is inconsistent with a provision of the Act or regulations, then unless the provision prescribes a term that has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that provision will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.
Note 2:	If a special term is inconsistent with a term set out in Division 1, 2 or 4 (a "prescribed term"), then unless the prescribed term has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that prescribed term will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.
Note 3:	Entering into any contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act is prohibited under section 9(2) of the Act and is punishable by a fine of \$10 000.

Periodic on-site home agreement Condition report Division 6

Division 6 — Condition report

Note: In this Division the park operator should set out the condition report

prescribed under regulation 8(1)(a) and (2) and Schedule 5 clauses 1, 2, 3

and 4 of the regulations.

Division 7 — Park rules

Note: In this Division the park operator should set out the park rules for the

residential park.

Division 8 — Information sheet

Note: In this Division the park operator should set out the information sheet

prescribed under regulation 9(1)(a) and Schedule 6 of the regulations.

Schedule 1 Periodic on-site home agreement

Division 9 Acceptance

Division 9 — Acceptance

	1		
Park operator / managing real	By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions.		
estate agent	Park operator / manager		
signature/s	Signatory (print name)		
	Signature		
	Date Signed: □□/□□/□□□□		
	DD MM Y YY Y		
	Witness*		
	Signatory (print name)		
	Signature		
	Date Signed: □□/□□/□□□□		
	DD MM Y YY Y		
	* Please note the witness cannot be the park operator or tenant.		
Tenant	Tenant (1)		
signature/s	Signatory (print name)		
	Signature		
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$		
	DD MM YYYY		
	Tenant (2)		
	Signatory (print name)		
	Signature		
	Date Signed: □□/□□/□□□□		
	DD MM Y YY Y		
	Witness*		
	Signatory (print name)		
	Signature		
	Date Signed: □□/□□/□□□□		
	DD MM YYYY		
	* Please note the witness cannot be the park operator or tenant.		

Periodic on-site home agreement Tenant's checklist Division 10

Division 10 — Tenant's checklist

I have received a copy of, and read, this agreement.	
☐ I have noted the clauses of this agreement that have been excluded, modified or restricted.	
☐ I have received a copy of, and read, the information booklet prepared for the purposes of section 11(1)(b) of the Act by the Commissioner for the purposes of the Act.	
I have sought, or decided not to seek, independent legal advice.	
I have signed 2 copies of Division 9.	
Note: Under section 17(1)(b) of the Act, the park operator is required to give you a fully executed copy of this agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the park operator fails to comply with this requirement, the park operator is liable to a fine of \$5 000.	

Schedule 2 Fixed term on-site home agreement

Division 1 Preliminary

Schedule 2 — Fixed term on-site home agreement

[r. 5]

Division 1 — Preliminary

	Division I — Preliminary			
Introduction	(1) This agreement is for the rental of—			
	(a) the site stated in clause 4; and			
	(b) a relocatable home provided on the site by the park			
	operator.			
	(2) This agreement is for a fixed term tenancy commencing and			
	ending on the days specified in clause 5.			
Notes to	This agreement is in 10 Divisions:			
tenants	Division 1 — Preliminary			
	Division 2 — Rent, fees and charges			
	Division 3 — Table of fees and charges for services and utilities			
	Division 4 — General terms			
	Division 5 — Special terms			
	Division 6 — Condition report			
	Division 7 — Park rules			
	Division 8 — Information sheet			
	Division 9 — Acceptance			
	Division 10 — Tenant's checklist			
	Before you sign this agreement, you should have completed the TENANT'S CHECKLIST in Division 10.			
	If you need general information about renting at a residential park —			
	 call the Consumer Protection Advice Line: 1300 30 40 54 visit the Consumer Protection website: www.docep.wa.gov.au 			
	WARNING			
	This is a long-stay agreement for a fixed term.			
	You could be given 60 days notice to vacate the site if the park is being sold, but compensation is payable by the park operator for losses incurred.			
Clause 1 —	In this agreement, unless the contrary intention appears —			
Terms used in this agreement	"Act" means the Residential Parks (Long-stay Tenants) Act 2006;			
	"agreed premises" means the site, the on-site home, any other structures on the site that the tenant is entitled to use or occupy under this agreement, and any fixtures, fittings or chattels that are provided under this agreement for the exclusive use of the tenant;			
	"Division" means a Division of this agreement;			
	"on-site home" means the relocatable home provided on the site by the park operator under this agreement;			

Fixed term on-site home agreement Preliminary Division 1

"regulations" means the Residential Parks (Long-stay Tenants) Regulations 2007;				
Tenants) Regulations 2007;				
building, tent or other structure that is fitted or design use as a residence (whether or not it includes bathroot	"relocatable home", in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site;			
"residential park" or "park" means the residential park referred to in clause 4;	"residential park" or "park" means the residential park referred to in clause 4;			
"shared premises", in relation to the residential park, means —				
(a) the common areas, structures and amenities in t park that the park operator provides for the use long-stay tenants or makes accessible to all long tenants; and	of all			
(b) any fixtures, fittings or chattels in or on the comareas or structures;	mon			
"site" means the site referred to in clause 4;				
"tenant" means the party referred to in clause 3.				
Clause 2 — Park operator's details (not required if managing real estate agent's details are provided below)				
managing real First name Last name				
details Business address				
Suburb State $\Box\Box\Box$ Postcode $\Box\Box$				
Phone () Fax ()				
Email address				
Managing real estate agent's details (if applicable)				
Name				
Address				
Suburb State $\Box\Box\Box$ Postcode $\Box\Box$				
Phone () Fax ()				
Email address				
Clause 3 — Tenant/s name/s				
Tenant/s Current address	•••••			
Suburb State $\Box\Box\Box$ Postcode $\Box\Box$				
Phone () Fax ()				
Email address				
Place of occupation				

Schedule 2 Fixed term on-site home agreement

Division 2 Rent, fees and charges

		State $\Box\Box\Box$ Postcode $\Box\Box\Box\Box$			
	Phone () Fax ()				
	Email address				
Clause 4 —	Park name and address				
Residential					
park and site details	Site location (e.g. site number	or other description)			
details					
	Number of persons to reside pe	ermanently in the on-site home:			
		allowed to reside in the on-site home			
	Area of site (e.g. Zm ² or X met	tres by Y metres)			
Clause 5 —	Commencement date: □□/□□				
Fixed term of	D D M M	MYYYY			
agreement	Termination date: □□/□□	/0000			
	D D M M Y Y Y Y				
Division 2 — Rent, fees and charges					
Clause 6 —	(1) Rent: \$	per □ week / □ fortnight / □ month			
Rent		(Please tick applicable period)			
	(2) Number of persons included in the rent:				
	Note: Division 3 specifies what fees or charges for services and utilities are included in the rent, if any.				
Clause 7 —	Rent payment day				
Rent payment					
day					
Clause 8 —	□ Cash	☐ Cheque			
Method of rent payment	□ EFTPOS	☐ Credit card			
	☐ Direct deposit into specified financial	☐ Deduction from pension			
	institution				
	☐ Other (please specify)				
CI C	DI 1	(
Clause 9 — Location of		(e.g. at the park's office, at the park			
rent payment	operator 5 initialierar institution)				

Fixed term on-site home agreement Rent, fees and charges

Schedule 2

Division 2

Clause 10 — Rent in advance	The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of:		
	Note:	Section 25 of the Act states that this amount must not be more than 2 weeks' rent.	
Clause 11 — Rent variation	\ /	t increases allowed: Yes No the rent may be varied: (i.e. basis for reviewing e.g. — current rent + CPI (the all groups consumer price index for Perth published by the Australian Statistician referred to in section 5 of the Australian Bureau of Statistics Act 1975 of the Commonwealth); or percentage increase on current rent; or review on a market rent basis).	
	Note 1:	Under section 31 of the Act, if a long-stay agreement provides for a review of rent on a market rent basis then, when calculating the amount of rent to be payable on and after the review date, the park operator must have regard to a report obtained for the purpose by the park operator from a person licensed under the Land Valuers Licensing Act 1978.	
		The above subclause must set out the effect of section 30 of the	
		Act or, if the park operator's right to increase rent under that section is to be limited by this agreement, a description of that right as varied by that limitation.	
Clause 12 — No accelerated rent and liquidated damages	(a) (b) (c) (d)	tenant is not required to pay — any rent remaining payable under this agreement; or rent of an increased amount; or an amount by way of penalty; or an amount by way of liquidated damages, any breach of this agreement, the Act or any other written	

Schedule 2 Fixed term on-site home agreement

Division 2 Rent, fees and charges

	Note 1: Under Schedule 1 clause 18(1) to the Act, this agreement would be void to the extent that it provided for any such payment.		
	(2) The tenant is not entitled to any reduction in rent, or any rebate, refund or other benefit, because the tenant has not breached this agreement, the Act or another written law.		
	Note 2: Under Schedule 1 clause 18(2) to the Act, if in this agreement any reduction, rebate, refund or other benefit were expressed to be dependant on compliance with this agreement, the Act or another written law —		
	 this agreement would be taken to be varied from the commencement of the tenancy; and 		
	(b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.		
Clause 13 —	4 weeks' rent		
Security bonds	Security devices (not more than \$100)		
	Fumigation (cats or dogs) (not more than \$100)		
	(not more than \$100)		
	Total		
	Note: Section 21(2) of the Act specifies the maximum amount for the security bonds relating to security devices and pets (\$100 each).		
Clause 14 — Charges for additional	(1) Charge for each person residing on the agreed premises in addition to the number of permanent residents specified in clause 6:		
residents	$\$ per \square night / \square week / \square fortnight / \square month		
	(Please tick applicable period)		
	(2) For the purposes of subclause (1) specify any provisions relating to —		
	(a) what constitutes "residing" (e.g. the minimum period); and		
	(b) who is to be considered an "additional person" (e.g. does it include a carer or nurse who stays overnight).		
	Note 1: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.		
	(3) If the charge is not payable at the same time and in the same manner as the rent, specify when and how the charge is to be paid.		

Fixed term on-site home agreement Rent, fees and charges

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	Note 2:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.			
		ate any other provisions applicable in relation to the plication or calculation of a charge under this clause.			
	Note 3:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.			
	Exclude	this clause: ☐ Yes ☐ No			
	Note 4:	This clause can be excluded by marking the relevant box above or by crossing out the entire clause.			
Clause 15 — Fees and charges for	tei	ne fees and charges set out in Division 3 are payable by the mant during the term of this agreement for services and illities provided in relation to the agreed premises.			
services and	(2) If	a fee or charge under subclause (1) —			
utilities	(a)	is not included in the rent; and			
	(b	is imposed by a State agency or instrumentality for services or utilities provided by it; and			
	(c)	is varied by that State agency or instrumentality,			
	the amount payable by the tenant for that fee or charge under this agreement will vary accordingly.				
	Exclude subclause (2): ☐ Yes ☐ No				
	If this subclause is not excluded, are there any modifications or restrictions to the subclause? ☐ Yes ☐ No				
	If yes, outline the modification or restriction below:				
	Note:	This subclause can be modified or restricted by marking the relevant box above, crossing out all or any part of the subclause and by either —			
		(a) setting out the modification or restriction in the space provided below the subclause; or			
		(b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5			

Schedule 2 Fixed term on-site home agreement

Division 3 Table of fees and charges for services and utilities

Clause 16 — Rates, taxes and charges	imposed in	respect of the fo	must bear the cost of all rates, taxes or charges of the agreed premises and the shared premises sillowing written laws —
payable by park operator	(a)	the <i>La</i>	nd Tax Act 2002;
park operator	(b)	the Lo	cal Government Act 1995;
	(c)	impos	ritten law under which a rate, tax or charge is ed for "water services", as defined in the <i>Water</i> ies (Powers) Act 1984, except a charge for water ned.
	Exclude th	is clause	e: □ Yes □ No
			excluded, are there any modifications or clause? Yes No
	If yes, outl	ine the i	nodification or restriction below:
	Note:		use can be modified or restricted by marking the relevant ove and by either —
		(a)	setting out the modification or restriction in the space provided below the clause; or
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5

Division 3 — Table of fees and charges for services and utilities

Service / Utility	Included in rent (mark "yes" or "no")	Frequency (e.g. monthly, quarterly, yearly)	Cost (specify whether fixed, metered or other)
Electricity			
Gas			
Water			
Telephone			
Mowing / Gardening			
Other service / utility (please specify)			

Fixed term on-site home agreement General terms

Schedule 2

Division 4

Other service / utility (please specify)	
Other service / utility (please specify)	
Other service / utility (please specify)	
Other service / utility (please specify)	
	Division 4 — General terms
Clause 17 — Children	Children allowed to live on the agreed premises: ☐ Yes ☐ No Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless —
	 (a) where the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 — the licence permits the park operator to include such a term in this agreement; or
	(b) in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements made between the park operator and the long-stay tenants of the lifestyle village.
Clause 18 —	Pets allowed: ☐ Yes ☐ No
Keeping of pets	Type and number of pets allowed:
	Note: The keeping of pets is subject to any local government laws for the relevant district.
Clause 19 — Shared premises	(1) Specify any premises the tenant will share with other tenants at the park.
1	

Schedule 2 Fixed term on-site home agreement

Division 4 General terms

	(2) Specify any restrictions on the access to those premises.			
	(3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.			
Clause 20 — Vacant possession	Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises.			
	Exclude this clause: Yes No			
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No			
	If yes, outline the modification or restriction below:			
	Note: This clause can be modified or restricted by marking the relevant box above and by either —			
	 setting out the modification or restriction in the space provided below the clause; or 			
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 21 — No legal impediment to occupated	(1) On the part of the park operator, there is no legal impediment to the tenant's occupation of the agreed premises as a residence, or to the tenant's use of the agreed premises, for the period of this agreement.			
tenanted premises	(2) In this clause —			
premises	"impediment" means only an impediment of which, at the time of entering into this agreement, the park operator had knowledge or ought reasonably to have had knowledge.			
	Exclude this clause: ☐ Yes ☐ No			
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No			
	If yes, outline the modification or restriction below:			

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	Note:	This clause can be modified or restricted by marking the relevant box above and by either —
		 setting out the modification or restriction in the space provided below the clause; or
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 22 — Responsibility for cleanliness		nt must keep the site and both the interior and the exterior esite home in a reasonable state of cleanliness.
	Exclude t	his clause: □ Yes □ No
		use is not excluded, are there any modifications or us to the clause? ☐ Yes ☐ No
	If yes, ou	tline the modification or restriction below:
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —
		(a) setting out the modification or restriction in the space provided below the clause; or
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 23 — Responsibility for damage	per	e tenant must not intentionally or negligently cause or mit damage to the agreed premises or the shared mises.
		e tenant must notify the park operator, as soon as cticable but in any case within 3 days, of any damage —
	(a)	to the site or to any fittings or fixtures on the site; or
	(b)	to the exterior or interior of the on-site home; or
	(c)	to any chattels, fittings or fixtures in or on the on-site home that are provided by the park operator for the use of the tenant.
	Exclude t	his clause: ☐ Yes ☐ No
		use is not excluded, are there any modifications or us to the clause? ☐ Yes ☐ No

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Division 4 General terms

	If yes, outline the modification or restriction below:		
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —	
		 setting out the modification or restriction in the space provided below the clause; or 	
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.	
Clause 24 —	(1) The	park operator must —	
Park operator's responsibility	(a)	provide the agreed premises and the shared premises in a reasonable state of cleanliness; and	
for cleanliness and repairs	(b)	maintain the shared premises in a reasonable state of cleanliness; and	
·	(c)	provide and maintain the agreed premises and the shared premises in a reasonable state of repair having regard to their age, character and prospective life; and	
	(d)	comply with any other written laws that apply in relation to the buildings in the residential park or the health and safety of residents of the park.	
	subo spec	hout limiting the park operator's obligations under clause (1) the park operator must carry out any work sified in the Condition report set out in Division 6 use 3.	
	Exclude th	nis clause: □ Yes □ No	
		se is not excluded, are there any modifications or s to the clause? ☐ Yes ☐ No	
	If yes, out	line the modification or restriction below:	
	•••••		
	•••••		
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —	
		 setting out the modification or restriction in the space provided below the clause; or 	
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.	

Schedule 2 Fixed term on-site home agreement General terms **Division 4**

Clause 25 -Compensation where tenant sees to repairs

- The park operator must compensate the tenant for any reasonable expense incurred by the tenant in making urgent repairs to the agreed premises where
 - the state of disrepair has arisen otherwise than as a result of a breach of this agreement by the tenant and is likely to cause injury to person or property or undue inconvenience to the tenant; and
 - the tenant has made a reasonable attempt to give to the park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the premises.
- (2) However, the park operator is not obliged to compensate the tenant unless
 - the person who carries out the repairs holds a licence to do such work, if a written law requires the person to hold the licence; and
 - the tenant has given to the park operator a report prepared by the repairer as to the apparent cause of the state of disrepair.
- Subclause (1) applies whether or not the tenant has notice of (3) the state of the agreed premises at the time when this agreement is made.

Exclude this clause: ☐ Yes ☐ No If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No If yes, outline the modification or restriction below: This clause can be modified or restricted by marking the relevant Note:

box above and by either setting out the modification or restriction in the space

- provided below the clause; or if there is insufficient space below the clause, writing
- "Refer to Division 5" and setting out the modification or restriction in Division 5.

Clause 26 — Tenant's conduct on premises

The tenant —

- (a) must not cause or permit a nuisance anywhere in the residential park; and
- must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.

Schedule 2 Fixed term on-site home agreement

Division 4 General terms

	Exclude this clause: ☐ Yes ☐ No			
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No			
	If yes, outline the modification or restriction below:			
	Note: This clause can be modified or restricted by marking the relevant box above and by either —			
	 (a) setting out the modification or restriction in the space provided below the clause; or 			
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 27 — Quiet enjoyment	(1) The tenant has a right to quiet enjoyment of the agreed premises without interruption by the park operator or any person claiming by, through or under the park operator or having superior title to that of the park operator.			
	(2) The park operator must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.			
	(3) The park operator must take all reasonable steps to enforce the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the shared premises.			
Clause 28 — Locks	(1) The park operator must provide and maintain such locks or other devices as are necessary to ensure that the on-site home is reasonably secure.			
	(2) The tenant will not alter, remove or add any lock or similar device to the agreed premises or the shared premises without the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out.			
	Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (2) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.			
	(3) The park operator will not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out.			

Fixed term on-site home agreement

General terms

Schedule 2

Division 4

	(4) Note 2	simil the to the s	ar devic enant an hared pr		
	Note 2		breache in addition	chedule 1 clause 12(6) to the Act, a park operator who s subclause (3) or (4) above without reasonable excuse, on to any civil liability that the park operator might incur, an offence and is liable to a fine of \$20 000.	
	Note 3	:	operator lock or d without t the time then the	chedule 1 clause 12(7) to the Act, if an agent of the park without reasonable excuse, alters, removes or adds a evice to the agreed premises or the shared premises he consent of the tenant given at or immediately before that the alteration, removal or addition is carried out, agent, in addition to any civil liability that the agent cur, commits an offence and is liable to a fine of	
	Exclu	de thi	is clause	: □ Yes □ No	
				excluded, are there any modifications or lause? ☐ Yes ☐ No	
	If yes	, outli	ine the modification or restriction below:		
	•••••		•••••		
	•••••	•••••	•••••		
	•••••	•••••	•••••		
	•••••		•••••		
	Note 4	:		use can be modified or restricted by marking the relevant we and by either —	
			(a)	setting out the modification or restriction in the space provided below the clause; or	
			(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.	
Clause 29 — Park operator's right of entry	(1)	other	premise	erator may enter the agreed premises and any es occupied by the tenant under this agreement, y relocatable home or other structure provided —	
		(a)		e consent of the tenant given at, or immediately the time of entry; or	
		(b)	at any t	time in an emergency.	
	(2)	The	park ope	erator may enter the agreed premises —	
		(a)	where to	ng at least 24 hours' written notice to the tenant the park operator requires access to meet the perator's obligations under this Act or to inspect and maintenance to the site; or	

Schedule 2 Fixed term on-site home agreement

Division 4 General terms

(b)	on a day and at a reasonable time specified in a written notice given to the tenant at least 7 and not more than 14 days in advance, for the purpose of inspecting the premises or for any other purpose; or
(c)	at any reasonable time for the purpose of collecting the rent under this agreement, where under this agreement the rent is payable not more frequently than once each week and is to be collected at the premises; or
(d)	for the purpose of inspecting the agreed premises, on the occasion of a rent collection referred to in paragraph (c), but not more frequently than once every 4 weeks; or
(e)	for the purpose of carrying out or inspecting necessary repairs to or maintenance of the agreed premises, at any reasonable time, after giving the tenant at least 72 hours' notice; or
(f)	at any reasonable time and on a reasonable number of occasions during the 21 days before this agreement ends, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective tenants; or
(g)	at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers.
Exclude thi	s clause: ☐ Yes ☐ No
	e is not excluded, are there any modifications or to the clause? ☐ Yes ☐ No
If yes, outli	ne the modification or restriction below:
Note:	This clause can be modified or restricted by marking the relevant

box above and by either —

restriction in Division 5.

(a) setting out the modification or restriction in the space provided below the clause; or

if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or

Fixed term on-site home agreement

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Division 4

to remove fixtures or alter premises (2) If yes — (a) the written consent of the park operator is required: □ Yes □ No (b) the following additional conditions apply:	
 (3) The park operator must not withhold consent unreasonably. (4) At any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that he or she has, with the park operator's consent, affixed to the 	
premises, unless the removal of the fixture would cause irreparable damage to the agreed premises. (5) If the tenant's removal of a fixture causes damage to the agreed premises, the tenant must notify the park operator	
and, at the option of the park operator, repair the damage or compensate the park operator for any reasonable expenses incurred by the park operator in repairing the damage. Exclude this clause: □ Yes □ No	•
If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No	
If yes, outline the modification or restriction below:	
Note: This clause can be modified or restricted by marking the relevation box above and by either — (a) setting out the modification or restriction in the space	ant
(b) Setting out the modification of restriction in the space provided below the clause; or (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification of the modificatio	or
restriction in Division 5.	
Clause 31— (1) The tenant may assign his or her interest under this	
Provision for agreement or sub-let the agreed premises: ☐ Yes ☐ No assigning or (2) If yes —	
assigning or sub-letting the premises (2) If yes — (a) the written consent of the park operator is required: □ Yes □ No	

Schedule 2 Fixed term on-site home agreement

Division 4 General terms

		(b)	the fol	lowing additional conditions apply:	
	(3)	If th	e answe	r to subclause (2)(a) is yes —	
		(a)		rk operator must not unreasonably withhold nt; and	
		(b)		rk operator must not make any charge for giving nsent except for reasonable incidental expenses.	
	Note:		provision assignment subject	Schedule 1 clause 16(4) to the Act, the operation of a on of this agreement that purports to permit the nent of the tenant's interest under this agreement is to the operation of any other written law that prohibits or es such an assignment.	
Clause 32 — Tenant's vicarious responsibility for breach of	(1)	of ar	nother p shared p	s vicariously responsible for any act or omission erson who is lawfully on the agreed premises or remises, if the act or omission would have a breach of this agreement if done or omitted by	
agreement	(2)	(2) Subclause (1) does not extend to a person who is lawful the agreed premises or the shared premises but whose authority does not derive from the permission, express implied, of the tenant.			
	Exclu	exclude this clause: ☐ Yes ☐ No			
		If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No			
				nodification or restriction below:	
	11 y C	, outi	ine the i	modification of restriction below.	
			•••••		
			••••••		
			••••••		
			••••••		
	Note:	•••••		use can be modified or restricted by marking the relevant ove and by either —	
			(a)	setting out the modification or restriction in the space provided below the clause; or	
			(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.	

Fixed term on-site home agreement

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Clause 33 — Repositioning of on-site home	hon	e park operator reserves the right to reposition the on-site me to a comparable site in the park if necessary. Yes No
		ves, the park operator must pay for all the tenant's benses resulting from any repositioning of the on-site me.
Clause 34 — Notice of termination	The period	d of notice for the termination of this agreement is: If notice of termination is given —
		(a) by the park operator under Part 3 Division 2 of the Act; or
		(b) by the tenant under Part 3 Division 3 of the Act,
		section 33(1) of the Act provides that this agreement terminates when the above period of notice has expired and the tenant has given vacant possession of the agreed premises to the park operator.
	Note 2:	Under section 33(2) of the Act, this agreement is terminated when both of the following events have occurred —
		(a) the fixed term has ended;
		(b) the tenant has given vacant possession of the agreed premises to the park operator.
	Note 3:	Section 33(3) of the Act provides that in any other case, this agreement ends when —
		(a) the State Administrative Tribunal terminates this agreement under Part 5; or
		 a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or
		 a mortgagee of the agreed premises takes possession of the premises under the mortgage; or
		(d) the tenant abandons the agreed premises; or
		 the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or
		(f) the rights under this agreement of the park operator or the tenant are ended by merger.
	Note 4:	Sections 41 and 42 state that, if the park operator gives notice of termination, the notice must specify that the tenant is to give vacant possession of the agreed premises to the operator at least 60 days after the day on which the notice is given and, if the notice is given without grounds, not before the end of the fixed term.
	Note 5:	Section 44 states that, if the tenant gives notice of termination, the notice must specify that the tenant intends to give vacant possession of the agreed premises to the operator at least 21 days after the day on which the notice is given and not before the end of the fixed term.
Clause 35 — No unilateral variation of agreement		provided in clauses 7(1) and 10, neither the park operator nant can vary this agreement unilaterally.

Schedule 2 Fixed term on-site home agreement

Division 5 Special terms

Clause 36 — Park rules	The tenant agrees to comply with the park rules set out in Division 7 as amended by the park operator from time to time in accordance with regulation 21 of the regulations.		
	Divisio	on 5 — Special terms	
	Note 1:	If a term set out in this Division (a "special term") is inconsistent with a provision of the Act or regulations, then unless the provision prescribes a term that has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that provision will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.	
	Note 2:	If a special term is inconsistent with a term set out in Division 1, 2 or 4 (a "prescribed term"), then unless the prescribed term has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that prescribed term will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.	
	Note 3:	Entering into any contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act is prohibited under section 9(2) of the Act and is punishable by a fine of \$10 000.	

Fixed term on-site home agreement Condition report Schedule 2

Division 6

Division 6 — Condition report

Note:

In this Division the park operator should set out the condition report prescribed under regulation 8(1)(a) and (2) and Schedule 5 clauses 1, 2, 3 and 4 of the regulations.

Division 7 — Park rules

Note:

In this Division the park operator should set out the park rules for the residential park.

Division 8 — Information sheet

Note:

In this Division the park operator should set out the information sheet prescribed under regulation 9(1)(a) and Schedule 6 of the regulations.

Division 9 — Acceptance

Park operator / managing real	By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions.
estate agent	Park operator / managing real estate agent
signature/s	Signatory (print name)
	Signature
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$
	DD MM Y YY Y
	Witness*
	Signatory (print name)
	Signature
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$
	DD MM Y YY Y
	* Please note the witness cannot be the park operator or tenant.

Schedule 2 Fixed term on-site home agreement

Division 10 Tenant's checklist

Tenant	Towart (1)				
signature/s	Tenant (1) Signatory (print name)				
signatur 0/5					
	Signature				
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$				
	DD MM Y YY Y				
	Tenant (2)				
	Signatory (print name)				
	Signature				
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$				
	DD MM YYYY				
	Witness*				
	Signatory (print name)				
	Signature				
	Date Signed: □□/□□/□□□□				
	DD MM Y YY Y				
	* Please note the witness cannot be the park operator or tenant.				
	Tiends note the winders cannot be the pain operator of tenant.				
	Division 10 — Tenant's checklist				
	☐ I have received a copy of, and read, this agreement.				
	☐ I have noted the clauses of this agreement that have been excluded, modified or restricted.				
	☐ I have received a copy of, and read, the information booklet prepared for the purposes of section 11(1)(b) of the Act by the Commissioner for the purposes of the Act.				
	☐ I have sought, or decided not to seek, independent legal advice.				
	☐ I have signed 2 copies of Division 9.				
	Note: Under section 17(1)(b) of the Act, the park operator is required to give you a fully executed copy of this agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the park operator fails to comply with this requirement, the park operator is liable to a fine of \$5 000.				

Periodic site-only agreement Preliminary Division 1

Schedule 3 — Periodic site-only agreement

[r. 6]

Division 1 — Preliminary

	Division I — Preliminary						
Introduction	(1) This agreement is for the rental of the site stated in clause 4 and permits the tenant to position a relocatable home on the site.						
	(2) This agreement is for a periodic tenancy commencing on the day specified in clause 5.						
	Note: A periodic tenancy is one where there is no fixed term.						
Notes to	This agreement is in 10 Divisions:						
tenants	Division 1 — Preliminary						
	Division 2 — Rent, fees and charges						
	Division 3 — Table of fees and charges for services and utilities						
	Division 4 — General terms						
	Division 5 — Special terms						
	Division 6 — Condition report						
	Division 7 — Park rules						
	Division 8 — Information sheet						
	Division 9 — Acceptance						
	Division 10 — Tenant's checklist						
	Before you sign this agreement, you should have completed the TENANT'S CHECKLIST in Division 10.						
	If you need general information about renting at a residential park —						
	 call the Consumer Protection Advice Line: 1300 30 40 54 						
	visit the Consumer Protection website: <u>www.docep.wa.gov.au</u>						
	WARNING						
	This is a long-stay agreement with no fixed term.						
	You could be given 180 days notice to vacate the site without explanation and you MIGHT NOT receive compensation for losses incurred, such as relocation expenses.						
Clause 1 —	In this agreement, unless the contrary intention appears —						
Terms used in this agreement	"Act" means the Residential Parks (Long-stay Tenants) Act 2006;						
	"agreed premises" means the site, any structures on the site that are provided by the park operator and that the tenant is entitled to use or occupy under this agreement, and any fixtures, fittings or chattels that are provided under this agreement for the exclusive use of the tenant;						
	"Division" means a Division of this agreement;						
	"park operator" means the party referred to in clause 2;						

Schedule 3	Periodic site-only agreement

Division 1 Preliminary

	"regulations" means the Residential Parks (Long-stay Tenants) Regulations 2007;			
	"relocatable home", in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed use as a residence (whether or not it includes bathroom of toilet facilities) and that is or can be parked, assembled of erected on the site;			
	"residential park" or "park" means the residential park referred to in clause 4;			
	"shared premises", in relation to the residential park, means —			
	 (a) the common areas, structures and amenities in the park that the park operator provides for the use of all long-stay tenants or makes accessible to all long-stay tenants; and 			
	(b) any fixtures, fittings or chattels in or on the common areas or structures;			
	"site" means the site referred to in clause 4;			
	"tenant" means the party referred to in clause 3.			
Clause 2 —	Park operator's details (not required if managing real estate			
Park operator / managing real	agent's details are provided below) First name			
estate agent	Business address			
details	Suburb			
	Phone () Fax ()			
	Email address			
	Managing real estate agent's details (if applicable)			
	Name			
	Address			
	Suburb State DDD Postcode DDDD			
	Phone () Fax ()			
	Email address			
Clause 3 —	Tenant/s name/s			
Tenant/s details	Current address			
	Suburb			
	Phone ()			
	Email address			
	Place of occupation			
	State LLL Fosicoue LLLL			

Periodic site-only agreement Rent, fees and charges Division 2

	Phone () Fax ()						
	Email address						
Clause 4 — Residential park and site		on other decomination)					
details	Site location (e.g. site number or other description)						
	Number of persons to reside the site	permanently in a relocatable hom	ne on				
	Maximum number of persons allowed to reside in a relocatable home on the site at any one time						
	Area of site (e.g. Zm ² or X m	etres by Y metres)					
Clause 5 —	Commencement date: □□/□	0/000					
Agreement	D D M	M Y Y Y Y					
commencement date							
uate							
Di	vision 2 — Rent, fees a						
Clause 6 —	(1) Rent: \$. per \square week / \square fortnight / \square r					
Rent		(Please tick applicable p	eriod)				
	(2) Number of persons included in the rent:						
	Note: Division 3 specifies utilities are included	what fees or charges for services and in the rent, if any.					
Clause 7 —							
Rent payment day			•••••				
Clause 8 —	□ Cash	□ Cheque					
Method of rent payment	□ EFTPOS	☐ Credit card					
payment	☐ Direct deposit into specified financial institution	☐ Deduction from pension	on				
	☐ Other (please specify)						
Clause 9 — Location of rent payment		l: (e.g. at the park's office, at the					

Schedule 3 Periodic site-only agreement Division 2 Rent, fees and charges

Clause 10 — Rent in advance	The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of:		
	Note:		Section 25 of the Act states that this amount must not be more than 2 weeks' rent.
Clause 11 —	(1)	Rent	t increases allowed: ☐ Yes ☐ No
Rent variation	Note 1	l:	Under section 30(2) of the Act —
			(a) the park operator must give at least 60 days notice of any rent increase; and
			(b) the rent must not be increased until at least 6 months after the day on which the tenancy period began or the day on which it was last increased.
	(2)	How	v the rent may be varied: (i.e. basis for reviewing e.g. —
		(a)	current rent + CPI (the all groups consumer price index for Perth published by the Australian Statistician referred to in section 5 of the Australian Bureau of Statistics Act 1975 of the Commonwealth); or
		(b)	percentage increase on current rent; or
		(c)	review on a market rent basis).
	•••••		
	•••••		
	•••••		
	Note 2	?:	Under Schedule 1 clause 4(3) and (4) to the Act, the above subclause cannot specify more than one basis for calculating rent on any single review date, however this does not prevent different bases for calculating rent being specified for different review dates.
	Note 3	3:	Under Schedule 1 clause 4(5) to the Act, the above subclause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this agreement immediately before the review date.
	Note 4	k:	Under section 31 of the Act, if a long-stay agreement provides for a review of rent on a market rent basis then, when calculating the amount of rent to be payable on and after the review date, the park operator must have regard to a report obtained for the purpose by the park operator from a person licensed under the Land Valuers Licensing Act 1978.
	(3)	Whe	en the rent may be varied:
	•••••		

Periodic site-only agreement Rent, fees and charges Division 2

	Note 5:	Under	Under Schedule 1 clause 4(2) and (6) to the Act —		
		(a)	if it is the practice of the park operator to review the rent payable by long-stay tenants in accordance with a set review date schedule and the tenant has been given written notice of that schedule before the making of this agreement, the above subclause can set the first review date earlier than 12 months from the beginning of the tenancy;		
		(b)	the above subclause cannot otherwise specify that the rent is to be reviewed at intervals of less than 12 months.		
Clause 12 —	(1) The	tenant i	s not required to pay —		
No accelerated	(a)	any re	nt remaining payable under this agreement; or		
rent and liquidated	(b)	rent o	f an increased amount; or		
damages	(c)	an am	ount by way of penalty; or		
	(d)	an am	ount by way of liquidated damages,		
	for a	-	ch of this agreement, the Act or any other written		
	Note 1:	Under s be void	Schedule 1 clause 18(1) to the Act, this agreement would to the extent that it provided for any such payment.		
	(2) The tenant is not entitled to any reduction in rent, or a rebate, refund or other benefit, because the tenant has breached this agreement, the Act or another written la				
	Note 2:	Under s any red be dep	Schedule 1 clause 18(2) to the Act, if in this agreement luction, rebate, refund or other benefit were expressed to endant on compliance with this agreement, the Act or r written law —		
		(a)	this agreement would be taken to be varied from the commencement of the tenancy; and		
		(b)	the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.		
Clause 13 —	4 weeks' r	ent			
Security bonds	Security devices (not more than \$10		00)		
	Fumigatio (not more				
	Total				
	Note:		21(2) of the Act specifies the maximum amount for the y bonds relating to security devices and pets (\$100 each).		

Schedule 3 Periodic site-only agreement
Division 2 Rent, fees and charges

Clause 14 — Charges for additional	(1)		rge for each person residing on the agreed premises in tion to the number of permanent residents specified in se 6:
residents		\$	per \square night / \square week / \square fortnight / \square month
			(Please tick applicable period)
	(2)		the purposes of subclause (1) specify any provisions ing to —
		(a)	what constitutes "residing" (e.g. the minimum period); and
		(b)	who is to be considered an "additional person" (e.g. does it include a carer or nurse who stays overnight).
	Note '	1:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.
	(3)		e charge is not payable at the same time and in the same ner as the rent, specify when and how the charge is to be
	•••••	••••••	
	•••••	•••••	
	•••••	••••••	
	•••••	••••••	
	Note 2	2:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.
	(4)		e any other provisions applicable in relation to the ication or calculation of a charge under this clause.
	•••••	•••••	
	*******	••••••	
	••••••	••••••	
	Note 3	3:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.
	Exclu	ıde thi	is clause: ☐ Yes ☐ No
	Note 4	1 :	This clause can be excluded by marking the relevant box above or by crossing out the entire clause.

Periodic site-only agreement Rent, fees and charges Division 2

Clause 15 — Fees and charges for	(1) The fees and charges set out in Division 3 are payable by the tenant during the term of this agreement for services and utilities provided in relation to the agreed premises.				
services and	(2) If a fee or charge under subclause (1) —				
utilities	(a) is not included in the rent; and				
	(b) is imposed by a State agency or instrumentality for services or utilities provided by it; and				
	(c) is varied by that State agency or instrumentality,				
	the amount payable by the tenant for that fee or charge under this agreement will vary accordingly.				
	Exclude subclause (2): ☐ Yes ☐ No				
	If this subclause is not excluded, are there any modifications or restrictions to the subclause? \square Yes \square No				
	If yes, outline the modification or restriction below:				
	Note: This subclause can be modified or restricted by marking the relevant box above, crossing out all or any part of the subclause and by either —				
	 setting out the modification or restriction in the space provided below the subclause; or 				
	(b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.				
Clause 16 — Rates, taxes and charges	The park operator must bear the cost of all rates, taxes or charges imposed in respect of the agreed premises and the shared premises under any of the following written laws —				
payable by	(a) the Land Tax Act 2002;				
park operator	(b) the Local Government Act 1995;				
	(c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the Water Agencies (Powers) Act 1984, except a charge for water consumed.				
	Exclude this clause: ☐ Yes ☐ No				
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No				
	If yes, outline the modification or restriction below:				

Schedule 3	Periodic site-only	agreement

Division 3 Table of fees and charges for services and utilities

Note: This clause can be modified or restricted by marking the relebox above and by either —		
	(a)	setting out the modification or restriction in the space provided below the clause; or
	(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.

Division 3 — Table of fees and charges for services and utilities

Service / Utility	Included in rent (mark "yes" or "no")	Frequency (e.g. monthly, quarterly, yearly)	Cost (specify whether fixed, metered or other)
Electricity			
Gas			
Water			
Telephone			
Mowing / Gardening			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			

Periodic site-only agreement
General terms

Schedule 3

Division 4

Division 4 — General terms

Clause 17 — Children	Children allowed to live on the agreed premises: ☐ Yes ☐ No			
Ciniuren	Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless —			
	 (a) where the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 — the licence permits the park operator to include such a term in this agreement; or 			
	(b) in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements made between the park operator and the long-stay tenants of the lifestyle village.			
Clause 18 —	Pets allowed: ☐ Yes ☐ No			
Keeping of pets				
	Type and number of pets allowed:			
	Note: The keeping of pets is subject to any local government laws for the relevant district.			
Clause 19 — Shared	(1) Specify any premises the tenant will share with other tenants at the park.			
premises				
	(2) Specify any restrictions on the access to those premises.			
	(3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.			
Clause 20 — Vacant possession	Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises.			
	Exclude this clause: ☐ Yes ☐ No			

Schedule 3 Periodic site-only agreement

Division 4 General terms

	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No				
	If yes, outline the modification or restriction below:				
	Note:		ause can be modified or restricted by marking the relevant ove and by either —		
		(a)	setting out the modification or restriction in the space provided below the clause; or		
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		
Clause 21 — No legal impediment to occupation of tenanted premises	 On the part of the park operator, there is no legal impediment to the tenant's occupation of the agreed premises as a residence, or to the tenant's use of the agreed premises, for the period of this agreement. In this clause — 				
	"impediment" means only an impediment of which, at the time of entering into this agreement, the park operator had knowledge or ought reasonably to have had knowledge.				
	Exclude this clause: ☐ Yes ☐ No				
	If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No				
	If yes, out	yes, outline the modification or restriction below:			
		•••••			
		••••••			
		••••••			
	Note:		ause can be modified or restricted by marking the relevant ove and by either —		
		(a)	setting out the modification or restriction in the space provided below the clause; or		
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		

Periodic site-only agreement
General terms

Schedule 3

Division 4

Clause 22 — Responsibility for cleanliness	The tenant must keep the site and the exterior of the relocatable home on the site in a reasonable state of cleanliness.					
	Exclude this clause: ☐ Yes ☐ No					
	If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No					
	If yes, out	line the	modification or restriction below:			
	Note:		ause can be modified or restricted by marking the relevant ove and by either —			
		(a)	setting out the modification or restriction in the space provided below the clause; or			
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 23 —			nust not intentionally or negligently cause or			
Responsibility for damage			age to the agreed premises or the shared			
ioi uamage	premises. (2) The tenant must notify the park operator, as soon as					
	practicable but in any case within 3 days, of any damage —					
	(a)	to the	site or to any fittings or fixtures on the site; or			
	(b)	to the	exterior of the relocatable home on the site.			
	Exclude th	is claus	e: □ Yes □ No			
	If this clause is not excluded, are there any modifications or					
	restrictions to the clause? □ Yes □ No					
	If yes, outline the modification or restriction below:					
		••••••				
	Note:		ause can be modified or restricted by marking the relevant ove and by either —			
		(a)	setting out the modification or restriction in the space provided below the clause; or			
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			

Schedule 3 Periodic site-only agreement

Division 4 General terms

Clause 24 — Park operator's responsibility for cleanliness and repairs

- (1) The park operator must
 - (a) provide the agreed premises and the shared premises in a reasonable state of cleanliness; and
 - (b) maintain the shared premises in a reasonable state of cleanliness; and
 - (c) provide and maintain the agreed premises and the shared premises in a reasonable state of repair having regard to their age, character and prospective life; and
 - (d) comply with any other written laws that apply in relation to the buildings in the residential park or the health and safety of residents of the park.
- (2) Without limiting the park operator's obligations under subclause (1) the park operator must carry out any work specified in the Condition report set out in Division 6 clause 3.

specified in the Condition report set out in Division 6 clause 3.

Exclude this clause:

Yes

No

If this clause is not excluded, are there any modifications or restrictions to the clause?

Yes

No

If yes, outline the modification or restriction below:

This clause can be modified or restricted by marking the relevant box above and by either —

(a) setting out the modification or restriction in the space provided below the clause; or

Clause 25 — Compensation where tenant sees to repairs

(1) The park operator must compensate the tenant for any reasonable expense incurred by the tenant in making urgent repairs to the agreed premises where —

restriction in Division 5

(a) the state of disrepair has arisen otherwise than as a result of a breach of this agreement by the tenant and is likely to cause injury to person or property or undue inconvenience to the tenant; and

"Refer to Division 5" and setting out the modification or

(b) the tenant has made a reasonable attempt to give to the park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the premises.

Periodic site-only agreement
General terms

Schedule 3

Division 4

	(2)	However, the park operator is not obliged to compensate the tenant unless —
		(a) the person who carries out the repairs holds a licence to do such work, if a written law requires the person to hold the licence; and
		(b) the tenant has given to the park operator a report prepared by the repairer as to the apparent cause of the state of disrepair.
	(3)	Subclause (1) applies whether or not the tenant has notice of the state of the agreed premises at the time when this agreement is made.
	Exclu	de this clause: ☐ Yes ☐ No
		clause is not excluded, are there any modifications or tions to the clause? ☐ Yes ☐ No
	If yes,	outline the modification or restriction below:
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —
		 (a) setting out the modification or restriction in the space provided below the clause; or
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 26 —	The te	enant —
Tenant's conduct on premises		(a) must not cause or permit a nuisance anywhere in the residential park; and
premises		(b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.
	Exclu	de this clause: ☐ Yes ☐ No
		clause is not excluded, are there any modifications or tions to the clause? ☐ Yes ☐ No
	If yes,	outline the modification or restriction below:
	•••••	

Schedule 3 Periodic site-only agreement

Division 4 General terms

	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	(a) setting out the modification or restriction in the space provided below the clause; or
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 27 — Quiet enjoyment	(1) The tenant has a right to quiet enjoyment of the agreed premises without interruption by the park operator or any person claiming by, through or under the park operator or having superior title to that of the park operator.
	(2) The park operator must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.
	(3) The park operator must take all reasonable steps to enforce the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the shared premises.
Clause 28 — Locks	(1) The tenant will not alter, remove or add any lock or similar device to the agreed premises or the shared premises without the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out.
	Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.
	(2) The park operator will not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out.
	(3) The park operator will not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises.
	Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur, commits an offence and is liable to a fine of \$20 000.
	Note 3: Under Schedule 1 clause 12(7) to the Act, if an agent of the park operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before the time that the alteration, removal or addition is carried out, then the agent, in addition to any civil liability that the agent might incur, commits an offence and is liable to a fine of \$20 000.

Periodic site-only agreement
General terms

Schedule 3

Division 4

	Exclude this clause: ☐ Yes ☐ No					
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No					
	If yes, outline the modification or restriction below:					
		• • • • • • • • • • • • • • • • • • • •				
	•••••	• • • • • • • • • • • • • • • • • • • •				
	Note 4	1:		use can be modified or restricted by marking the relevant ove and by either —		
			(a)	setting out the modification or restriction in the space provided below the clause; or		
			(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		
Clause 29 — Park operator's right of entry	(1)	other	e park operator may enter the agreed premises and are premises occupied by the tenant under this agreen cluding any relocatable home or other structure provide the tenant —			
		(a)	with the consent of the tenant given at, or immediately before, the time of entry; or			
		(b)	at any	time in an emergency.		
	(2)	The	park op	erator may enter the agreed premises —		
		(a)	where park o	ing at least 24 hours' written notice to the tenant the park operator requires access to meet the perator's obligations under this Act or to inspect and maintenance to the site; or		
		(b)	notice 14 day	ay and at a reasonable time specified in a written given to the tenant at least 7 and not more than rs in advance, for the purpose of inspecting the ses or for any other purpose; or		
		(c)	rent ur the rer	reasonable time for the purpose of collecting the nder this agreement, where under this agreement at is payable not more frequently than once each and is to be collected at the premises; or		
		(d)	the oc	e purpose of inspecting the agreed premises, on casion of a rent collection referred to in aph (c), but not more frequently than once every xs; or		
		(e)	repairs any re	e purpose of carrying out or inspecting necessary is to or maintenance of the agreed premises, at asonable time, after giving the tenant at least ars' notice; or		

Schedule 3	Periodic site-only agreement
Division 4	General terms

	(f) at any reasonable time and on a reasonable number of occasions during the 21 days before this agreement ends, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective tenants; or
	(g) at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers.
	Exclude this clause: ☐ Yes ☐ No
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No
	If yes, outline the modification or restriction below:
	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	 setting out the modification or restriction in the space provided below the clause; or
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 30 — Tenant's right to remove	 The tenant must not affix a fixture or make a renovation or an alteration or addition to the agreed premises: ☐ Yes ☐ No
fixtures or	(2) If yes —
alter premises	(a) the written consent of the park operator is required: ☐ Yes ☐ No
	(b) the following additional conditions apply:
	(3) The tenant must not affix a fixture or make a renovation or an alteration or addition to the exterior of the relocatable home on the site or to the exterior of any other structure on the site that is not part of the agreed premises: ☐ Yes ☐ No
	(4) If yes —
	(a) the written consent of the park operator is required: ☐ Yes ☐ No.

Periodic site-only agreement
General terms

Schedule 3

Division 4

	(b) the following additional conditions apply:
	 (5) The park operator must not withhold consent unreasonably. (6) At any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that he or she has, with the park operator's consent, affixed to the premises, unless the removal of the fixture would cause irreparable damage to the agreed premises. (7) If the tenant's removal of a fixture causes damage to the agreed premises, the tenant must notify the park operator and, at the option of the park operator, repair the damage or compensate the park operator for any reasonable expenses incurred by the park operator in repairing the damage.
	Exclude this clause: ☐ Yes ☐ No If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No If yes, outline the modification or restriction below:
	Note: This clause can be modified or restricted by marking the relevant box above and by either — (a) setting out the modification or restriction in the space
	provided below the clause; or (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 31 — Selling relocatable home	 Tenant permitted to sell a relocatable home owned by the tenant on the site: ☐ Yes ☐ No If yes, state any restrictions which apply in relation to the size and placement of any "for sale" sign on the relocatable home or elsewhere in the park.

Schedule 3 Periodic site-only agreement

Division 4 General terms

	(3)	State any other restrictions which affect the sale of the relocatable home.				
	(4)	Tl 4				
	(4)		nant is not required to nominate the park operator as ling agent in relation to the sale of the relocatable			
Clause 32 — Provision for	(1)		nant may assign his or her interest under this nent or sub-let the agreed premises: ☐ Yes ☐ No			
assigning or sub-letting the	(2)	If yes -				
premises			he written consent of the park operator is required: ☐ Yes ☐ No			
		(b) t	he following additional conditions apply:			
		•••••				
	(2)	If the answer to subclause (2)(a) is yes —				
	(3)		he park operator must not unreasonably withhold			
			consent; and			
			he park operator must not make any charge for giving he consent except for reasonable incidental expenses.			
	Note:	p a s	Under Schedule 1 clause 16(4) to the Act, the operation of a provision of this agreement that purports to permit the assignment of the tenant's interest under this agreement is subject to the operation of any other written law that prohibits or egulates such an assignment.			
Clause 33 — Tenant's vicarious responsibility for breach of	(1)	of anot	nant is vicariously responsible for any act or omission ther person who is lawfully on the agreed premises or ared premises, if the act or omission would have tuted a breach of this agreement if done or omitted by lant.			
agreement	(2)	the agr author implied	tuse (1) does not extend to a person who is lawfully on reed premises or the shared premises but whose ity does not derive from the permission, express or d, of the tenant.			
	Exclude this clause: ☐ Yes ☐ No					

Periodic site-only agreement
General terms

Schedule 3

Division 4

			excluded, are there any modifications or clause? Yes No		
	If yes, outline the modification or restriction below:				
		•••••			
	Note:		use can be modified or restricted by marking the relevant ove and by either —		
		(a)	setting out the modification or restriction in the space provided below the clause; or		
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		
Clause 34 — Repositioning of relocatable	(1) The park operator reserves the right to reposition the tenant's relocatable home to a comparable site in the park if necessary: □ Yes □ No				
home	(2) If ye expended home	enses res	ark operator must pay for all the tenant's sulting from any repositioning of the relocatable		
Clause 35 —	The period	l of notic	be for the termination of this agreement is:		
Notice of	-				
termination	Note 1:	If notice	of termination is given —		
		(a)	by the park operator under Part 3 Division 2 of the Act; or		
		(b)	by the tenant under Part 3 Division 3 of the Act,		
		when th	33(1) of the Act provides that this agreement terminates the above period of notice has expired and the tenant has acant possession of the agreed premises to the park r.		
			33(3) of the Act provides that in any other case, this ent ends when —		
		(a)	the State Administrative Tribunal terminates this agreement under Part 5; or		
		(b)	a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or		
		(c)	a mortgagee of the agreed premises takes possession of the premises under the mortgage; or		
		(d)	the tenant abandons the agreed premises; or		
		(e)	the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or		
		(f)	the rights under this agreement of the park operator or the tenant are ended by merger.		

Schedule 3 Periodic site-only agreement

Division 5 Special terms

	Note 3:	Sections 41 and 42 state that, if the park operator gives notice of termination, the notice must specify that the tenant is to give vacant possession of the agreed premises to the operator at least 180 days after the day on which the notice is given.		
	Note 4:	Section 44 states that, if the tenant gives notice of termination, the notice must specify that the tenant intends to give vacant possession of the agreed premises to the operator at least 21 days after the day on which the notice is given.		
Clause 36 — No unilateral variation of agreement	Except as provided in clauses 34(1) and 36, neither the park operator nor the tenant can vary this agreement unilaterally.			
Clause 37 — Park rules	The tenant agrees to comply with the park rules set out in Division 7 as amended by the park operator from time to time in accordance with regulation 21 of the regulations.			
	Divisio	on 5 — Special terms		
	Note 1:	If a term set out in this Division (a "special term") is inconsistent with a provision of the Act or regulations, then unless the provision prescribes a term that has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that provision will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.		
	Note 2:	If a special term is inconsistent with a term set out in Division 1, 2 or 4 (a "prescribed term"), then unless the prescribed term has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that prescribed term will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.		
	Note 3:	Entering into any contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act is prohibited under section 9(2) of the Act and is punishable by a fine of \$10 000.		

Periodic site-only agreement
Condition report

Schedule 3

Division 6

Division 6 — Condition report

Note:

In this Division the park operator should set out the condition report prescribed under regulation 8(1)(b) and (2) and Schedule 5 clauses 2, 3 and 4 of the regulations.

Division 7 — Park rules

Note:

In this Division the park operator should set out the park rules for the residential park.

Division 8 — Information sheet

Note:

In this Division the park operator should set out the information sheet prescribed under regulation 9(1)(b) and Schedule 7 of the regulations.

Division 9 — Acceptance

Park operator / managing real	By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions.		
estate agent	Park operator / managing real estate agent		
signature/s	Signatory (print name)		
	Signature		
	Date Signed: □□/□□/□□□□		
	DD MM Y YY Y		
	Witness*		
	Signatory (print name)		

Schedule 3 Periodic site-only agreement

Division 9 Acceptance

	Signature					
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$					
	DD MM Y YY Y					
	* Please note the witness cannot be the park operator or tenant.					
Tenant	Tenant (1)					
signature/s	Signatory (print name)					
	Signature					
	Date Signed: □□/□□/□□□□					
	DD MM Y YY Y					
	Tenant (2)					
	Signatory (print name)					
	Signature					
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$					
	DD MM Y YY Y					
	Witness*					
	Signatory (print name) Signature					
	Date Signed: $\Box\Box/\Box\Box\Box\Box\Box$					
	DD MM Y YY Y					
	* Please note the witness cannot be the park operator or tenant.					
Cooling off period	Note 1: Section 18(1) of the Act states that the tenant is entitled to rescind this agreement —					
person	 (a) at any time within 5 working days after this agreement commencement date specified in clause 5; or 					
	(b) if the park operator does not comply with section 11(1) of the Act within the time specified in that subsection but does provide the documents required under that section — at any time within 10 working days after the day on which the documents required under that section are given to the tenant.					
	Note 2: Under section 18(2) of the Act, the tenant cannot rescind this agreement after taking up occupation of the agreed premises.					

Periodic site-only agreement Schedule 3
Tenant's checklist Division 10

Division 10 — Tenant's checklist

☐ I have received a copy of, and read, this agreement.
☐ I have noted the clauses of this agreement that have been excluded, modified or restricted.
☐ I have received a copy of, and read, the information booklet prepared for the purposes of section 11(1)(b) of the Act by the Commissioner for the purposes of the Act.
☐ I have sought, or decided not to seek, independent legal advice.☐ I have signed 2 copies of Division 9.
Note: Under section 17(1)(b) of the Act, the park operator is required to give you a fully executed copy of this agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the park operator fails to comply with this requirement, the park operator is liable to a fine of \$5 000.

Schedule 4 Fixed term site-only agreement

Division 1 Preliminary

Schedule 4 — Fixed term site-only agreement

[r. 7]

Division 1 — Preliminary

	Division 1 — Prenimary
Introduction	(1) This agreement is for the rental of the site stated in clause 4 and permits the tenant to position a relocatable home on the site.
	(2) This agreement is for a fixed term tenancy commencing and ending on the days specified in clause 5.
Notes to tenants	This agreement is in 10 Divisions: Division 1 — Preliminary Division 2 — Rent, fees and charges Division 3 — Table of fees and charges for services and utilities Division 4 — General terms Division 5 — Special terms Division 6 — Condition report Division 7 — Park rules Division 8 — Information sheet Division 9 — Acceptance Division 10 — Tenant's checklist Before you sign this agreement, you should have completed the TENANT'S CHECKLIST in Division 10. If you need general information about renting at a residential park —
	 call the Consumer Protection Advice Line: 1300 30 40 54 visit the Consumer Protection website: www.docep.wa.gov.au WARNING
	This is a long-stay agreement for a fixed term. You could be given 180 days notice to vacate the site if the park is being sold, but compensation is payable by the park operator for losses incurred.
Clause 1 — Terms used in this agreement	In this agreement, unless the contrary intention appears — "Act" means the Residential Parks (Long-stay Tenants) Act 2006;
	"agreed premises" means the site, any structures on the site that are provided by the park operator and that the tenant is entitled to use or occupy under this agreement, and any fixtures, fittings or chattels that are provided under this agreement for the exclusive use of the tenant;
	"Division" means a Division of this agreement;
	"park operator" means the party referred to in clause 2;
	"regulations" means the Residential Parks (Long-stay Tenants) Regulations 2007;

Fixed term site-only agreement Preliminary Schedule 4 Division 1

	"relocatable home", in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site;				
	"residential park" or "park" means the residential park referred to in clause 4;				
	"shared premises", in relation to the residential park, means —				
	 (a) the common areas, structures and amenities in the park that the park operator provides for the use of all long-stay tenants or makes accessible to all long-stay tenants; and 				
	(b) any fixtures, fittings or chattels in or on the common areas or structures;				
	"site" means the site referred to in clause 4;				
	"tenant" means the party referred to in clause 3.				
Clause 2 — Park operator /	Park operator's details (not required if managing real estate agent's details are provided below)				
managing real	First name Last name				
estate agent	Business address				
details	Suburb State $\Box\Box\Box$ Postcode $\Box\Box\Box\Box$				
	Phone () Fax ()				
	Email address				
	Managing real estate agent's details (if applicable)				
	Name				
	Address				
	Suburb State $\square \square \square$ Postcode $\square \square \square$				
	Phone () Fax ()				
	Email address				
Clause 3 —	Tenant/s name/s				
Tenant/s details	Current address				
ucturis					
	Suburb State DD Postcode DDD				
	Phone ()				
	Email address				
	Place of occupation				
	Suburb State DDD Postcode DDD				
	Phone ()				
	Email address				

Schedule 4 Fixed term site-only agreement Division 2 Rent, fees and charges

Clause 4 — Residential	Park name and address					
park and site details	Site location (e.g. site number or other description)					
	N. 1. C					
	Number of persons to reside permanently in a relocatable home on the site					
	Maximum number of persons allowed to reside in a relocatable home on the site at any one time					
	Area of site (e.g. Zm ² or X metres by Y metres)					
Clause 5 — Fixed term of	Commencement date: $\square \square / \square \square / \square \square \square$					
agreement	T : : : 1					
	Termination date:					
	D D M M Y Y Y Y					
Di	vision 2 — Rent, fees and charges					
Clause 6 —	(1) Rent: \$ per □ week / □ fortnight / □ month					
Rent	(Please tick applicable period)					
	Note 1: Division 3 specifies what fees or charges for services and					
	utilities are included in the rent, if any.					
	(2) Number of persons included in the rent:					
	Note 2: Clause 14 specifies what fees or charges for services and utilities are included in the rent, if any.					
Clause 7 —	Rent payment day					
Rent payment day						
Clause 8 —	□ Cash □ Cheque					
Method of rent payment	□ EFTPOS □ Credit card					
	☐ Direct deposit into ☐ Deduction from pension specified financial institution					
	☐ Other (please specify)					
Clause 9 —	Place where rent must be paid: (e.g. at the park's office, at the park					
Location of	operator's financial institution)					
rent payment						

Fixed term site-only agreement Rent, fees and charges Division 2

Clause 10 — Rent in advance	The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of:				
	Note:		Section 25 of the Act states that this amount must not be more than 2 weeks' rent.		
Clause 11 —	(1)	Rent	t increases allowed: ☐ Yes ☐ No		
Rent variation	(2)	How	the rent may be varied: (i.e. basis for reviewing e.g. —		
		(a)	current rent + CPI (the all groups consumer price index for Perth published by the Australian Statistician referred to in section 5 of the <i>Australian Bureau of</i> <i>Statistics Act 1975</i> of the Commonwealth); or		
		(b)	percentage increase on current rent; or		
		(c)	review on a market rent basis).		
	Note 1:		Under Schedule 1 clause 4(3) and (4) to the Act, the above subclause cannot specify more than one basis for calculating rent on any single review date, however this does not prevent different bases for calculating rent being specified for different review dates.		
			Under Schedule 1 clause 4(5) to the Act, the above subclause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this agreement immediately before the review date.		
	Note 3	3:	Under section 31 of the Act, if a long-stay agreement provides for a review of rent on a market rent basis then, when calculating the amount of rent to be payable on and after the review date, the park operator must have regard to a report obtained for the purpose by the park operator from a person licensed under the Land Valuers Licensing Act 1978.		
	(3)	Whe	en the rent may be varied:		

Schedule 4 Fixed term site-only agreement

Division 2 Rent, fees and charges

	Note 4:	Under	Pohodulo 1 ale	ause 4(2) and (6) to the Act —
	Note 4.	(a)	if it is the pr rent payable set review of given writte of this agree	actice of the park operator to review the e by long-stay tenants in accordance with a date schedule and the tenant has been n notice of that schedule before the making ement, the above subclause can set the first earlier than 12 months from the beginning
		(b)		subclause cannot otherwise specify that the reviewed at intervals of less than
Clause 12 —	(1) The	tenant i	s not require	ed to pay —
No accelerated	(a)	any re	nt remainin	g payable under this agreement; or
rent and liquidated	(b)	rent o	f an increase	ed amount; or
damages	(c)	an am	ount by way	y of penalty; or
	(d)	an am	ount by way	y of liquidated damages,
	for a law.	-	ch of this ag	greement, the Act or any other written
	Note 1:			ause 18(1) to the Act, this agreement would that it provided for any such payment.
	reba	te, refur	nd or other b	d to any reduction in rent, or any penefit, because the tenant has not t, the Act or another written law.
	Note 2:	any red be dep	luction, rebate	ause 18(2) to the Act, if in this agreement e, refund or other benefit were expressed to inpliance with this agreement, the Act or
		(a)		nent would be taken to be varied from the ment of the tenancy; and
		(b)		vould be entitled to the reduction, rebate, her benefit in any event.
Clause 13 —	4 weeks' re	ent		
Security bonds	Security do (not more		00) .	
	Fumigation (not more		U /	
	Total			
	Note:			Act specifies the maximum amount for the ng to security devices and pets (\$100 each).

Fixed term site-only agreement Rent, fees and charges Division 2

Clause 14 — Charges for additional	(1)	Charge for each person residing on the agreed premises in addition to the number of permanent residents specified in clause 6:
residents		$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $
	(2)	(Please tick applicable period)
	(2)	For the purposes of subclause (1) specify any provisions relating to —
		(a) what constitutes "residing" (e.g. the minimum period); and
		(b) who is to be considered an "additional person" (e.g. does it include a carer or nurse who stays overnight).
	•••••	
	•••••	
	Note 1	 If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.
	(3)	If the charge is not payable at the same time and in the same manner as the rent, specify when and how the charge is to be paid.
	Note 2	2: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.
	(4)	State any other provisions applicable in relation to the application or calculation of a charge under this clause.
	•••••	application of calculation of a charge under this clause.
	Note 3	 If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.
	Exclu	ıde this clause: □ Yes □ No
	Note 4	This clause can be excluded by marking the relevant box above or by crossing out the entire clause.

Schedule 4 Fixed term site-only agreement

Division 2 Rent, fees and charges

Clause 15 — Fees and charges for	ten	e fees and charges set out in Division 3 are payable by the ant during the term of this agreement for services and lities provided in relation to the agreed premises.						
services and	(2) If a	a fee or charge under subclause (1) —						
utilities	(a)	is not included in the rent; and						
	(b)	is imposed by a State agency or instrumentality for services or utilities provided by it; and						
	(c)	is varied by that State agency or instrumentality,						
		amount payable by the tenant for that fee or charge under sagreement will vary accordingly.						
	Exclude	subclause (2): ☐ Yes ☐ No						
		oclause is not excluded, are there any modifications or us to the subclause? ☐ Yes ☐ No						
	If yes, ou	tline the modification or restriction below:						
	Note 2:	This subclause can be modified or restricted by marking the relevant box above, crossing out all or any part of the subclause and by either —						
		 setting out the modification or restriction in the space provided below the subclause; or 						
		 (b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. 						
Clause 16 — Rates, taxes and charges	imposed	operator must bear the cost of all rates, taxes or charges in respect of the agreed premises and the shared premises of the following written laws —						
payable by	(a)	the Land Tax Act 2002;						
park operator	(b)	the Local Government Act 1995;						
	(c)	any written law under which a rate, tax or charge is imposed for "water services", as defined in the <i>Water Agencies (Powers) Act 1984</i> , except a charge for water consumed.						
	Exclude	his clause: Yes No						
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No							
	If yes, ou	tline the modification or restriction below:						

Fixed term site-only agreement

Table of fees and charges for services and utilities

Schedule 4

Division 3

	•••••	
		nuse can be modified or restricted by marking the relevant ove and by either —
	(a)	setting out the modification or restriction in the space provided below the clause; or
	(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.

Division 3 — Table of fees and charges for services and utilities

Service / Utility	Included in rent (mark "yes" or "no")	Frequency (e.g. monthly, quarterly, yearly)	Cost (specify whether fixed, metered or other)
Electricity			
Gas			
Water			
Telephone			
Mowing / Gardening			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			

Schedule 4 Fixed term site-only agreement

Division 4 General terms

Division 4 — General terms

	Division i General telling			
Clause 17 —	Children allowed to live on the agreed premises: \square Yes \square No			
Children	Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless —			
	 (a) where the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 — the licence permits the park operator to include such a term in this agreement; or 			
	(b) in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements made between the park operator and the long-stay tenants of the lifestyle village.			
Clause 18 —	Pets allowed: ☐ Yes ☐ No			
Keeping of pets	Type and number of pets allowed:			
	Note: The keeping of pets is subject to any local government laws for			
	Note: The keeping of pets is subject to any local government laws for the relevant district.			
Clause 19 — Shared premises	(1) Specify any premises the tenant will share with other tenants at the park.			
	(2) Specify any restrictions on the access to those premises.			
	(2) The advantage of the control of			
	(3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.			
Clause 20 — Vacant possession	Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises.			
	Exclude this clause: ☐ Yes ☐ No			

Fixed term site-only agreement

General terms

Schedule 4

Division 4

	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No If yes, outline the modification or restriction below:				
	, , , , , , , , , , , , , , , , , , , ,	22 July Castille the incultivation of feditional below.			
		clause can be modified or restricted by marking the relevant above and by either —			
	(a)	setting out the modification or restriction in the space provided below the clause; or			
	(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 21 — No legal impediment to occupation of	(1) On the part of the park operator, there is no legal im to the tenant's occupation of the agreed premises as				
tenanted	(2)	In this clause —			
premises	"impediment" means only an impediment of which time of entering into this agreement, the park op- knowledge or ought reasonably to have had knowledge.				
	Exclude this cla	use: □ Yes □ No			
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No				
	If yes, outline the modification or restriction below:				
		clause can be modified or restricted by marking the relevant above and by either —			
	(a)	setting out the modification or restriction in the space provided below the clause; or			
	(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 22 — Responsibility for cleanliness		keep the site and the exterior of the relocatable in a reasonable state of cleanliness.			
101 Cicuminicos	Exclude this clause: ☐ Yes ☐ No				

Schedule 4 Fixed term site-only agreement

Division 4 General terms

	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No		
	If yes, outline the modification or restriction below:		
	Note: This clause can be modified or restricted by marking the relevant box above and by either —		
	 setting out the modification or restriction in the space provided below the clause; or 		
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		
Clause 23 — Responsibility for damage	(1) The tenant must not intentionally or negligently cause or permit damage to the agreed premises or the shared premises.		
	(2) The tenant must notify the park operator, as soon as practicable but in any case within 3 days, of any damage —		
	(a) to the site or to any fittings or fixtures on the site; or		
	(b) to the exterior of the relocatable home on the site.		
	Exclude this clause: Yes No		
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No		
	If yes, outline the modification or restriction below:		
	Note: This clause can be modified or restricted by marking the relevant box above and by either —		
	 setting out the modification or restriction in the space provided below the clause; or 		
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		
Clause 24 —	(1) The park operator must —		
Park operator's	 (a) provide the agreed premises and the shared premises in a reasonable state of cleanliness; and 		
responsibility	(b) maintain the shared premises in a reasonable state of		
for cleanliness and repairs	cleanliness; and		

Fixed term site-only agreement

General terms

Schedule 4

Division 4

		(c) (d)	provide and maintain the agreed premises and the shared premises in a reasonable state of repair having regard to their age, character and prospective life; and comply with any other written laws that apply in relation to the buildings in the residential park or the health and safety of residents of the park.
	(2)	subcl	nout limiting the park operator's obligations under lause (1) the park operator must carry out any work ified in the Condition report set out in Division 6
	Exclu	ıde thi	is clause: □ Yes □ No
			se is not excluded, are there any modifications or to the clause? ☐ Yes ☐ No
	If yes	s, outli	ine the modification or restriction below:
	•••••		
	Note:		This clause can be modified or restricted by marking the relevant
			box above and by either —
			provided below the clause; or
			(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 25 — Compensation where tenant	(1)	reaso	park operator must compensate the tenant for any onable expense incurred by the tenant in making urgent irs to the agreed premises where —
sees to repairs		(a)	the state of disrepair has arisen otherwise than as a result of a breach of this agreement by the tenant and is likely to cause injury to person or property or undue inconvenience to the tenant; and
		(b)	the tenant has made a reasonable attempt to give to the park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the premises.
	(2)		vever, the park operator is not obliged to compensate the nt unless —
		(a)	the person who carries out the repairs holds a licence to do such work, if a written law requires the person to hold the licence; and
		(b)	the tenant has given to the park operator a report prepared by the repairer as to the apparent cause of the state of disrepair.

Schedule 4 Fixed term site-only agreement

Division 4 General terms

	(3) Subclause (1) applies whether or not the tenant has notice of the state of the agreed premises at the time when this agreement is made. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No If yes, outline the modification or restriction below:		
	Note: This clause can be modified or restricted by marking the relevant box above and by either —		
	 setting out the modification or restriction in the space provided below the clause; or 		
	 (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. 		
Clause 26 —	The tenant —		
Tenant's conduct on	 (a) must not cause or permit a nuisance anywhere in the residential park; and 		
premises	(b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.		
	Exclude this clause: ☐ Yes ☐ No		
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No		
	If yes, outline the modification or restriction below:		
	Note: This clause can be modified or restricted by marking the relevant box above and by either —		
	 setting out the modification or restriction in the space provided below the clause; or 		
	 (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. 		

Fixed term site-only agreement

General terms

Schedule 4

Division 4

(2) The park operator must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises. (3) The park operator must take all reasonable steps to enforce the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the shared premises. (1) The tenant will not alter, remove or add any lock or similar device to the agreed premises or the shared premises without the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out. Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000. (2) The park operator will not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out. (3) The park operator will not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises. Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur, commits an offence and is liable to a fine of \$20 000.	Clause 27 — Quiet enjoyment	(1) The tenant has a right to quiet enjoyment of the agreed premises without interruption by the park operator or any person claiming by, through or under the park operator or having superior title to that of the park operator.
the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the shared premises. Clause 28 — (1) The tenant will not alter, remove or add any lock or similar device to the agreed premises or the shared premises without the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out. Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000. (2) The park operator will not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out. (3) The park operator will not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises. Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur,		with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable
device to the agreed premises or the shared premises without the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out. Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000. (2) The park operator will not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out. (3) The park operator will not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises. Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur,		the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of
who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000. (2) The park operator will not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out. (3) The park operator will not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises. Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur,		device to the agreed premises or the shared premises without the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is
similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out. (3) The park operator will not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises. Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur,		who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur,
similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises. Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur,		similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration,
breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur,		similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to
		breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur,
Note 3: Under Schedule 1 clause 12(7) to the Act, if an agent of the park operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before the time that the alteration, removal or addition is carried out, then the agent, in addition to any civil liability that the agent might incur, commits an offence and is liable to a fine of \$20 000.		operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before the time that the alteration, removal or addition is carried out, then the agent, in addition to any civil liability that the agent might incur, commits an offence and is liable to a fine of
Exclude this clause: ☐ Yes ☐ No		
If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No		

Schedule 4 Fixed term site-only agreement

Division 4 General terms

	If yes	s, outl	ine the r	nodification or restriction below:
		•••••		
		•••••		
	Note:			use can be modified or restricted by marking the relevan ve and by either —
			(a)	setting out the modification or restriction in the space provided below the clause; or
			(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 29 — Park operator's right of entry	(1)	The park operator may enter the agreed premises and any other premises occupied by the tenant under this agreement including any relocatable home or other structure provide by the tenant —		es occupied by the tenant under this agreement, y relocatable home or other structure provided
		(a)		the consent of the tenant given at, or immediately the time of entry; or
		(b)	at any	time in an emergency.
	(2)	The	park op	erator may enter the agreed premises —
		(a)	where park o	ing at least 24 hours' written notice to the tenant the park operator requires access to meet the perator's obligations under this Act or to inspect and maintenance to the site; or
		(b)	notice 14 day	ay and at a reasonable time specified in a written given to the tenant at least 7 and not more than s in advance, for the purpose of inspecting the es or for any other purpose; or
		(c)	at any rent ur the ren	reasonable time for the purpose of collecting the ider this agreement, where under this agreement it is payable not more frequently than once each and is to be collected at the premises; or
		(d)	the occ	purpose of inspecting the agreed premises, on easion of a rent collection referred to in aph (c), but not more frequently than once every as; or
		(e)	repairs any rea	purpose of carrying out or inspecting necessary to or maintenance of the agreed premises, at asonable time, after giving the tenant at least rrs' notice; or
		(f)	occasion ends, a	reasonable time and on a reasonable number of ons during the 21 days before this agreement of the giving the tenant reasonable notice, for the e of showing the agreed premises to prospective s; or

Fixed term site-only agreement

General terms

Schedule 4

Division 4

	If thi restri	(g) at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers. adde this clause: □ Yes □ No s clause is not excluded, are there any modifications or ctions to the clause? □ Yes □ No s, outline the modification or restriction below:		
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —		
		setting out the modification or restriction in the space provided below the clause; or		
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		
Clause 30 — Tenant's right to remove	(1)	The tenant must not affix a fixture or make a renovation or an alteration or addition to the agreed premises: ☐ Yes ☐ No		
fixtures or	(2)	If yes —		
alter premises		(a) the written consent of the park operator is required: ☐ Yes ☐ No		
		(b) the following additional conditions apply:		
	(2)	The tenant must not affix a fixture or make a renovation or		
	(3)	an alteration or addition to the exterior of the relocatable home on the site or to the exterior of any other structure on the site that is not part of the agreed premises: Yes No		
	(4)	If yes —		
		(a) the written consent of the park operator is required: ☐ Yes ☐ No		
		(b) the following additional conditions apply:		
	(5)	The park operator must not withhold consent unreasonably.		

Schedule 4	Fixed term site-only agreement
Division 4	General terms

	 (6) At any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that he or she has, with the park operator's consent, affixed to the premises, unless the removal of the fixture would cause irreparable damage to the agreed premises. (7) If the tenant's removal of a fixture causes damage to the agreed premises, the tenant must notify the park operator and, at the option of the park operator, repair the damage or compensate the park operator for any reasonable expenses incurred by the park operator in repairing the damage. Exclude this clause: ☐ Yes ☐ No If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No If yes, outline the modification or restriction below: Mote: This clause can be modified or restricted by marking the relevant box above and by either — (a) setting out the modification or restriction in the space
	provided below the clause; or (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or
	restriction in Division 5.
Clause 31 — Selling	(1) Tenant permitted to sell a relocatable home owned by the tenant on the site: ☐ Yes ☐ No
relocatable home	(2) If yes, state any restrictions which apply in relation to the size and placement of any "for sale" sign on the relocatable home or elsewhere in the park.
	(3) State any other restrictions which affect the sale of the relocatable home.

Fixed term site-only agreement

General terms

Schedule 4

Division 4

	(4)	The tenant is not required to nominate the park operator as the selling agent in relation to the sale of the relocatable home.	
Clause 32 — Provision for	(1) The tenant may assign his or her interest under this agreement or sub-let the agreed premises: ☐ Yes ☐ No		
assigning or	(2)	If yes —	
sub-letting the premises		(a) the written consent of the park operator is required: ☐ Yes ☐ No	
		(b) the following additional conditions apply:	
	(3)	If the answer to subclause (2)(a) is yes —	
		(a) the park operator must not unreasonably withhold consent; and	
		(b) the park operator must not make any charge for giving the consent except for reasonable incidental expenses.	
	Note:	Under Schedule 1 clause 16(4) to the Act, the operation of a provision of this agreement that purports to permit the assignment of the tenant's interest under this agreement is subject to the operation of any other written law that prohibits or regulates such an assignment.	
Clause 33 — Tenant's vicarious responsibility for breach of	(1)	The tenant is vicariously responsible for any act or omission of another person who is lawfully on the agreed premises of the shared premises, if the act or omission would have constituted a breach of this agreement if done or omitted be the tenant.	
agreement	(2) Subclause (1) does not extend to a person who is lawfully on the agreed premises or the shared premises but whose authority does not derive from the permission, express or implied, of the tenant.		
	Exclude this clause: ☐ Yes ☐ No		
	If this clause is not excluded, are there any modifications of restrictions to the clause? □ Yes □ No		
	If yes	s, outline the modification or restriction below:	

Schedule 4 Fixed term site-only agreement

Division 4 General terms

	Note:		ause can be modified or restricted by marking the relevant ove and by either —			
		(a)	setting out the modification or restriction in the space provided below the clause; or			
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 34 — Repositioning of relocatable	relo	ocatable l	erator reserves the right to reposition the tenant's nome to a comparable site in the park if Yes \square No			
home	exp	, and the second				
Clause 35 —	The perio	d of notic	ce for the termination of this agreement is:			
Notice of						
termination	Note 1:	If notice	e of termination is given —			
		(a)	by the park operator under Part 3 Division 2 of the Act;			
		(b)	or by the tenant under Part 3 Division 3 of the Act,			
		` '	33(1) of the Act provides that this agreement terminates			
		when th	ne above period of notice has expired and the tenant has acant possession of the agreed premises to the park			
	Note 2:		section 33(2) of the Act, this agreement is terminated oth of the following events have occurred —			
		(a)	the fixed term has ended;			
		(b)	the tenant has given vacant possession of the agreed premises to the park operator.			
	Note 3:		33(3) of the Act provides that in any other case, this ent ends when —			
		(a)	the State Administrative Tribunal terminates this agreement under Part 5; or			
		(b)	a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or			
		(c)	a mortgagee of the agreed premises takes possession of the premises under the mortgage; or			
		(d)	the tenant abandons the agreed premises; or			
		(e)	the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or			
		(f)	the rights under this agreement of the park operator or the tenant are ended by merger.			

Fixed term site-only agreement Special terms Division 5

	premises to t	Sections 41 and 42 state that, if the park operator gives notice of termination, the notice must specify that the tenant is to give vacant possession of the agreed premises to the operator at least 180 days after the day on which the notice is given and, if the notice is given without grounds, not before the end of the fixed term. Section 44 states that, if the tenant gives notice of termination, the specify that the tenant intends to give vacant possession of the agreed the operator at least 21 days after the day on which the notice is given and the end of the fixed term.		
Clause 36 — No unilateral variation of agreement	Except as provided in clauses 13(1) and 15, neither the park operator nor the tenant can vary this agreement unilaterally.			
Clause 37 — Park rules	Division 7	The tenant agrees to comply with the park rules set out in Division 7 as amended by the park operator from time to time in accordance with regulation 21 of the regulations.		
	Divisio	on 5 — Special terms		
	Note 1:	If a term set out in this Division (a "special term") is inconsistent with a provision of the Act or regulations, then unless the provision prescribes a term that has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that provision will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.		
	Note 2:	If a special term is inconsistent with a term set out in Division 1, 2 or 4 (a "prescribed term"), then unless the prescribed term has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that prescribed term will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.		
	Note 3:	Entering into any contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act is prohibited under section 9(2) of the Act and is punishable by a fine of \$10 000.		

Schedule 4 Fixed term site-only agreement

Division 6 Condition report

Division 6 — Condition report

Note:

In this Division the park operator should set out the condition report prescribed under regulation 8(1)(b) and (2) and Schedule 5 clauses 2, 3 and 4 of the regulations.

Division 7 — Park rules

Note:

In this Division the park operator should set out the park rules for the residential park.

Division 8 — **Information sheet**

Note:

In this Division the park operator should set out the information sheet prescribed under regulation 9(1)(b) and Schedule 7 of the regulations.

Fixed term site-only agreement Acceptance Schedule 4

Division 9

Division 9 — Acceptance

	Division 7 — Acceptance
Park operator / managing real	By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions.
estate agent signature/s	Park operator / managing real estate agent
	Signatory (print name)
	Signature
	Date Signed: □□/□□/□□□□
	DD MM Y YY Y
	Witness*
	Signatory (print name)
	Signature
	Date Signed: □□/□□/□□□□
	DD MM Y YY Y
	* Please note the witness cannot be the park operator or tenant.
Tenant signature/s	Tenant (1)
	Signatory (print name)
	Signature
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$
	DD MM Y YY Y
	Tenant (2)
	Signatory (print name)
	Signature
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$
	DD MM Y Y Y Y
	Witness*
	Signatory (print name)
	Signature
	Date Signed: □□/□□/□□□□
	DD MM YYYY
	* Please note the witness cannot be the park operator or tenant.
Cooling off period	Note 1: Section 18(1) of the Act states that the tenant is entitled to rescind this agreement —
periou	 (a) at any time within 5 working days after this agreement commencement date specified in clause 5; or
	(b) if the park operator does not comply with section 11(1) of the Act within the time specified in that subsection but does provide the documents required under that section — at any time within 10 working days after the day on which the documents required under that section are given to the tenant.
	Note 2: Under section 18(2) of the Act, the tenant cannot rescind this agreement after taking up occupation of the agreed premises.

Schedule 4 Fixed term site-only agreement

Division 10 Tenant's checklist

Division 10 — Tenant's checklist

☐ I have received a copy of, and read, this agreement.
☐ I have noted the clauses of this agreement that have been excluded, modified or restricted.
☐ I have received a copy of, and read, the information booklet prepared for the purposes of section 11(1)(b) of the Act by the Commissioner for the purposes of the Act.
 ☐ I have sought, or decided not to seek, independent legal advice. ☐ I have signed 2 copies of Division 9.
Note: Under section 17(1)(b) of the Act, the park operator is required to give you a fully executed copy of this agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the park operator fails to comply with this requirement, the park operator is liable to a fine of \$5 000.

Residential Parks (Long-stay Tenants) Regulations 2007 Condition report Schedule 5

cl. 1

Schedule 5 — Condition report

[r. 8(1)]

1. On-site home

	-5110 11			Lou	ınge/ Din	ing				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Other										

Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 5 Condition report

					Kitchen					
	(Condition	at comm	encemen	t	Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Cupboards/ drawers										
Benchtops/ tiling			N/A					N/A		

Residential Parks (Long-stay Tenants) Regulations 2007 Condition report Schedule 5

					Kitchen					
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Sink/ disposal unit										
Taps										
Stove top										
Griller										
Microwave Oven										
Oven										
Refrigerator										

Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 5 Condition report

					Kitchen					
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Exhaust fan										
Other										

				В	edroom	1				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		
Doors/ windows										
Blinds/ curtains										

Residential Parks (Long-stay Tenants) Regulations 2007 Condition report Schedule 5

				В	Bedroom	1				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Lights/ power points										
Floor coverings			N/A						N/A	
Other										

				Е	Bedroom	2					
	(Condition	at comm	encemen	t	Condition at termination real tage d g tage d tage					
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments	
Walls/ ceiling			N/A					N/A			
Doors/ windows											

Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 5 Condition report

				Е	Bedroom	2				
	(Condition	at comm				Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Other										

				Е	Bedroom	3				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		

Residential Parks (Long-stay Tenants) Regulations 2007 Condition report Schedule 5

				В	Sedroom	3				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	$\operatorname{Undamaged}$	Working	Tenant agrees	Comments
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Other										

Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 5 Condition report

				I	Bathroon	1				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Bath										
Shower										

Residential Parks (Long-stay Tenants) Regulations 2007 Condition report Schedule 5

]	Bathroon	1				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Shower										
Wash basin										
Tiling			N/A					N/A		
Mirror/ cabinet										
Towel rails			N/A					N/A		
Toilet										
Other										

Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 5 Condition report

					Laundry	,				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Wash tubs										
Hot water service										

Residential Parks (Long-stay Tenants) Regulations 2007 Condition report Schedule 5

					Laundry	•				
		Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Other										

					General					
	(Condition at commencement					Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Concreted or paved areas			N/A					N/A		
Annexe/ verandah			N/A					N/A		
Carport/ space			N/A					N/A		
Other										

Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 5 Condition report

cl. 2

2. Site

Site	<u> </u>									
					General					
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean / tidy	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Landscaping/ garden			N/A					N/A		
Driveway			N/A					N/A		
Storeroom/ shed			N/A					N/A		
Site slab/ (concrete)			N/A					N/A		
General appearance			N/A					N/A		

Residential Parks (Long-stay Tenants) Regulations 2007 Condition report Schedule 5

cl. 3

				Excl	usive faci	llities				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
(Specify facilities)	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	$\operatorname{Undamaged}$	Working	Tenant agrees	Comments

3. Specific work to be undertaken by park operator

(Cross out if not needed)

(1)	The park operator agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:

Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 5 Condition report

OCITE	date 5 Condition report	
cl. 4		
	(Cross out i	if not needed)
	(2) The park operator agrees to complete the	work by:
	g: .	
4.	Signatures	
	At commencement	At termination
	Park operator / managing real estate agent:	Park operator / managing real estate agent:
	Tenant 1:	Tenant 1:
	Tenant 2:	Tenant 2:

Note: Further items and comments may be added on a separate sheet signed by the park operator / managing real estate agent and the tenant and attached to this report.

Residential Parks (Long-stay Tenants) Regulations 2007 Information sheet (on-site home agreement) Schedule 6

cl. 1

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S	ched	lule 6 — Information sheet (on-site home	e agreement)
			[r. 9(1)(a)]
1.		Additional residents	
	(1)	Are tenants required to pay charges for persons residing on the agreed premises in addition to the number of permanent residents specified in the agreement?	□ Yes □ No
	(2)	If yes —	
		 what constitutes "residing" (e.g. is there a minimum period that will be considered a period of "residence")? 	
		who is to be considered an "additional person" (eg. does it include a carer or nurse who stays overnight)?	
		are charges for additional residents payable only at certain times of the year?	□ Yes □ No

Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 6 Information sheet (on-site home agreement)

CI.			
		are charges for additional residents payable only after a certain period of occupancy? If yes, specify the period:	□ Yes □ No
2.		are charges for additional residents payable if the home has its own bathroom and toilet? Services and utilities	□ Yes □ No
		What services and utilities are provided to tenants?	
3.		Pets	
		Are pets allowed?	□ Yes □ No
4.		Shared premises and facilities	
	(1)	Are shared premises provided at the park?	□ Yes □ No
	(2)	If yes, what are these premises?	
	(2)	And demonstrated the second se	
	(3)	Are there any restrictions about the use of shared premises?	□ Yes □ No
	(4)	Are there mail facilities on the park?	□ Yes □ No

Residential Parks (Long-stay Tenants) Regulations 2007 Information sheet (on-site home agreement) Schedule 6

5.		Parking How much car parking is available?	
6.		Sub-letting or otherwise assigning the agreed pre	mises
	(1)	Is a tenant permitted to sub-let or otherwise assign the agreed premises?	□ Yes □ No
	(2)	If yes, is the consent of the park operator required?	☐ Yes ☐ No
	(3)	Do any other conditions apply?	□ Yes □ No
7.		Restrictions on use of site	
		Are there any restrictions about what can be placed on the site?	□ Yes □ No
8.		Insurance requirements	
	(1)	Are there any requirements regarding insurance?	□ Yes □ No
	(2)	If yes, what are these requirements?	
9.		Requirements on tenants regarding gardening ma	aintenance
		Are there any requirements upon the tenants regarding gardening maintenance?	□ Yes □ No
10.		Park liaison committee	
	(1)	Is there a park liaison committee?	□ Yes □ No

Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 6 Information sheet (on-site home agreement)

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(2)	If yes —
	• what are its functions?
	• what are its procedures?

Residential Parks (Long-stay Tenants) Regulations 2007 Information sheet (site-only agreement) Schedule 7

cl. 1

Schedule 7 — Information sheet (site-only agreement)

	SCII	cutic i information sheet (site-only a	igi cement)
			[r. 9(1)(b)]
1.		Additional residents	
	(1)	Are tenants required to pay charges for persons residing on the agreed premises in addition to the number of permanent residents specified in the agreement?	□ Yes □ No
	(2)	If yes —	
		 what constitutes "residing" (e.g. is there a minimum period that will be considered a period of "residence")? 	
		 who is to be considered an "additional person" (e.g. does it include a carer or nurse who stays overnight)? 	
			•••••
		are charges for additional residents payable	
		only at certain times of the year?	□ Yes □ No

Residential Parks (Long-stay Tenants) Regulations 2007 Information sheet (site-only agreement) Schedule 7

cl.	2		
		are charges for additional residents payable only after a certain period of occupancy? If yes, specify the period:	□ Yes □ No
		 are charges for additional residents payable if the home has its own bathroom and toilet? 	□ Yes □ No
2.		Services and utilities	
		What services and utilities are provided to tenants?	
•		D 4	
3.		Pets Are note allowed?	□ Yes □ No
		Are pets allowed?	L res L No
4.		Shared premises and facilities	
	(1)	Are shared premises provided at the park?	☐ Yes ☐ No
	(2)	If yes, what are these shared premises?	
			•••••
	(3)	Are there any restrictions about the use of shared premises?	□ Yes □ No
	(4)	Are there mail facilities on the park?	□ Yes □ No

Residential Parks (Long-stay Tenants) Regulations 2007 Information sheet (site-only agreement) Schedule 7

5.		Parking How much car parking is available?	
6.		Selling a relocatable home or sub-letting or other the agreed premises	wise assigning
	(1)	Is a tenant permitted —	
	` '	• to sell a relocatable home owned by the tenant on the site?	□ Yes □ No
		• to assign his or her interest under the agreement or sub-let the agreed premises?	□ Yes □ No
	(2)	If yes, is the consent of the park operator required?	□ Yes □ No
	(3)	Do any other conditions apply?	□ Yes □ No
7.		Restrictions on use of site	
		Are there any restrictions about what can be placed on the site?	□ Yes □ No
8.		Insurance requirements	
	(1)	Are there any requirements regarding insurance?	□ Yes □ No
	(2)	If yes, what are these requirements?	
			•••••
9.		Requirements on tenants regarding gardening m	aintenance
/•		Are there any requirements upon the tenants	
		regarding gardening maintenance?	☐ Yes ☐ No

Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 7 Information sheet (site-only agreement)

cl. 10		
10. (1) (2)	Park liaison committee Is there a park liaison committee? If yes —	□ Yes □ No
()	• what are its functions?	
	what are its procedures?	

Residential Parks (Long-stay Tenants) Regulations 2007 Prescribed classes of payment Schedule 8

Schedule 8 — Prescribed classes of payment

[r. 10]

- 1. Charges for residents in addition to the number of permanent residents specified in the agreement.
- 2. Charges for water consumed by the tenant, if the tenant has a separate water meter.
- 3. Charges for electricity consumed by the tenant, if the tenant has a separate electricity meter.
- 4. Charges for gas consumed by the tenant, if the tenant has a separate gas meter.
- 5. Charges for telephone calls made by the tenant, if the tenant has a separate telephone line.
- 6. Fees or charges for access by the tenant to an internet service provided to the residential park.
- 7. Fees for gardening services provided to the tenant.
- 8. Fees for storage services provided to the tenant.
- 9. Fees for additional parking spaces provided to the tenant.
- 10. Fees for the servicing of an air-conditioning unit used by the tenant.
- 11. Fees for the cleaning of the gutters on the relocatable home in which the tenant resides.
- 12. When a tenant is selling a relocatable home owned by the tenant on the site and the park operator is not the appointed selling agent, a fee for screening the suitability of prospective purchasers of the relocatable home.

Schedule 9 Default notice

Division 1 Termination for non-payment of rent

Schedule 9 — Default notice

[r. 12]

Division 1 — Termination for non-payment of rent

Purpose of this notice	A park operator / managing real estate agent may issue this notice if a tenant has not paid rent in accordance with a long-stay agreement.
Note to park operator / managing real estate agent	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.
Note to tenant	If you receive this notice you should check whether you are in arrears in rent payments. If rent is not outstanding, you should provide proof of the payment of that rent to the park operator. If rent is outstanding, it must be paid by the date specified in this notice otherwise the park operator may give you a notice of termination. If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.
Park operator / managing real estate agent details	Name
Tenant/s details	Name
Residential park and site details	Park name and address
Details of rent arrears	Date rent was due: D D MM Y Y Y Y
	Amount of rent due: If rent is owed for multiple periods, specify those periods below:

Default notice

Schedule 9

Termination for other breach of agreement

Division 2

Key dates	When rent must be paid by:		
	Note 1:		pay the rent by the above date, the park all estate agent may give to the tenant a
	Note 2:	section 39(4)(a), the al	Parks (Long-stay Tenants) Act 2006 pove date must be at least 14 days after lotice is given to the tenant.
	Date of th	is notice:	
Park operator / managing real estate agent	-		
signature	Date signe	• •	
			D D MM Y Y Y Y
		4	
Division 2 —	Termina	ition for other	breach of agreement
Purpose of this notice	A park opera	ator / managing real esta	te agent may issue this notice if a tenant greement (except a term for the payment
Purpose of this notice	A park opera has breache of rent).	ator / managing real esta d a term of a long-stay a	te agent may issue this notice if a tenant greement (except a term for the payment ttach extra pages if needed. All
Purpose of this notice	A park opera has breache of rent). Please comp references to The Departn of the compl	ator / managing real esta d a term of a long-stay a blete in BLOCK letters. A d dates should be in DD/ ment of Consumer Protected to discovere giving	te agent may issue this notice if a tenant greement (except a term for the payment ttach extra pages if needed. All
Purpose of this notice Note to park operator / managing real	A park opera has breache of rent). Please compreferences to the Departm of the complensure the n	ator / managing real esta d a term of a long-stay a colete in BLOCK letters. A colete should be in DD/ ment of Consumer Protected notice before giving notice is securely delivered this notice you should of	te agent may issue this notice if a tenant greement (except a term for the payment ttach extra pages if needed. All MM/YYYY. tion recommends that you make a copy it to the tenant and make every effort to
Purpose of this notice Note to park operator / managing real estate agent	A park opera has breache of rent). Please compreferences to The Departn of the complensure the number of the agreement of th	ator / managing real esta d a term of a long-stay a blete in BLOCK letters. A b dates should be in DD/ ment of Consumer Protec eted notice before giving notice is securely delivered ethis notice you should dent.	te agent may issue this notice if a tenant greement (except a term for the payment ttach extra pages if needed. All MM/YYYY. tion recommends that you make a copy it to the tenant and make every effort to and received by the tenant. check whether you have in fact breached the agreement, you should contact the
Purpose of this notice Note to park operator / managing real estate agent	A park opera has breache of rent). Please compreferences to The Departn of the complensure the number of the agreement operators operated the agreement of the	ator / managing real estand a term of a long-stay and term of a long-stay and term of a long-stay and term of Consumer Protected notice before giving notice is securely delivered this notice you should dent. The you have not breached or and attempt to resolve to reached the agreement,	te agent may issue this notice if a tenant greement (except a term for the payment ttach extra pages if needed. All MM/YYYY. tion recommends that you make a copy it to the tenant and make every effort to and received by the tenant. check whether you have in fact breached the agreement, you should contact the
Purpose of this notice Note to park operator / managing real estate agent	A park opera has breache of rent). Please compreferences to The Departm of the complemsure the number of the agreement operation. If you have the specified in the termination.	ator / managing real estand a term of a long-stay a collete in BLOCK letters. A collete in BLOCK letters. A collete in BLOCK letters. A collete in DD/ment of Consumer Protected notice before giving notice is securely delivered this notice you should dent. The second attempt to resolve or and attempt to resolve or and attempt to resolve or accepted the agreement, this notice otherwise the	te agent may issue this notice if a tenant greement (except a term for the payment ttach extra pages if needed. All MM/YYYY. Ition recommends that you make a copy it to the tenant and make every effort to ad and received by the tenant. In the deceived by the tenant the agreement, you should contact the the matter. In you must remedy that breach by the date park operator may give you a notice of the munity legal centre or the Department of
Purpose of this notice Note to park operator / managing real estate agent	A park opera has breache of rent). Please compreferences to the Complement of the complement of the complement of the agreement of the agreement of the agreement of the agreement operation. If you believe park operators if you have the specified in the termination. If you need the Consumer Power of the consumer operators in the complex operators in the	ator / managing real estand a term of a long-stay and a term of a long-stay and bette in BLOCK letters. A so dates should be in DD/ment of Consumer Protected notice before giving notice is securely delivered this notice you should denote the secure of th	te agent may issue this notice if a tenant greement (except a term for the payment ttach extra pages if needed. All MM/YYYY. Ition recommends that you make a copy it to the tenant and make every effort to ad and received by the tenant. In the deceived by the tenant the agreement, you should contact the the matter. In you must remedy that breach by the date park operator may give you a notice of the munity legal centre or the Department of

Schedule 9 Default notice

Division 2 Termination for other breach of agreement

Tenant/s details				
	Suburb		State $\Box\Box\Box$ Postcode $\Box\Box\Box\Box$	
Residential park and site	Park name	and address		
details	Site location	on (e.g. site number of	r other description)	
Breach details	Date of br	reach of agreement:	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	
		of the agreement has b	description, specifying what been breached. Attach additional	
	TT . 41 . 1.	1 1	1.	
	How the b	reach may be remedie	ca:	
Key dates	When brea	ach must be remedied	by:	
	Note 1:	If the tanget does not re	amody the breech by the above data the	
	Note 1.		emedy the breach by the above date, the ng real estate agent may give to the nation.	
	Note 2:		Parks (Long-stay Tenants) Act 2006 e date must be at least 14 days after the e is given to the tenant.	
	Date of th	is notice:		
			D D MM V V V V	

Default notice Schedule 9
Termination for other breach of agreement Division 2

Park operator / managing real estate agent signature

Date signed:

Signature

Name (please print)

Date signed:

D D MM Y Y Y Y

Schedule 10 Notice of termination

Division 1 Termination by park operator

Schedule 10 — Notice of termination

[r. 13]

Division 1 — Termination by park operator

Subdivision 1 — Termination for non-payment of rent (default notice issued)

	(default notice issued)			
Purpose of this notice	A park operator / managing real estate agent may issue this notice if a tenant has not paid rent in accordance with a long-stay agreement AND the park operator / managing real estate agent has given a default notice to the tenant in relation to that breach.			
	This notice can require vacant possession of the agreed premises before the last day of —			
	the term of a fixed term tenancy; or			
	a period of a periodic tenancy,			
	as the case may be.			
Note to park operator /	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.			
managing real estate agent	The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.			
Note to tenant If you receive this notice you should check whether you have in fact the agreement.				
	If you believe you have not breached the agreement, you should contact the park operator and attempt to resolve the matter.			
	If you have breached the agreement, you must pay any outstanding rent, charges and fees and give vacant possession of the agreed premises by the date specified in this notice. If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.			
Park operator / managing real estate agent	Name Address			
details	Suburb State $\square\square$ Postcode $\square\square\square$			
Tenant/s	Name			
details	Address			
	Suburb			
	State LLL Postcode LLLL			
Residential park and site details	Park name and address			

Notice of termination Schedule 10 Termination by park operator Division 1

	Site location (e.g. site number or other description)		
Breach details	Date rent was due: D D MM Y Y Y Y		
	Amount of	f rent due:	
	(Attach ad	ditional pages if rent is o	owed for multiple periods.)
Key dates	Date of default notice:		
	Note 1:		unless a default notice has previously equiring payment by a date specified
	Vacant po	essession required by:	$\begin{array}{cccccccccccccccccccccccccccccccccccc$
	Note 2:	The tenant will still be liable and fees after vacant poss	e for any outstanding rent, charges ession is given.
	Note 3: Under the Residential Parks (Long- section 39(4)(b), the above date mu the day specified in the default notice rent was required to be paid.		e date must be at least 7 days after fault notice as the day by which the
	Note 4:	section 39(4)(c), if the park State Administrative Tribur relation to this notice, the a	ks (Long-stay Tenants) Act 2006 c operator makes an application to the nal under section 66 of that Act in application may be heard and t is paid in full before the time set cation.
	Date of th	is notice:	
Park operator /	Signature		
managing real estate agent	Name (ple	ase print)	
signature	Date signe	•	00/00/0000
			D D M M Y Y Y Y

Schedule 10 Notice of termination

Division 1 Termination by park operator

Subdivision 2 — Termination for non-payment of rent (no default notice issued)

Purpose of this notice	A park operator / managing real estate agent may issue this notice if a tenant has not paid rent in accordance with a long-stay agreement AND the park operator / managing real estate agent has NOT given a default notice to the tenant in relation to that breach.			
	This notice can require vacant possession of the agreed premises before the last day of —			
	the term of a fixed term tenancy; or			
	a period of a periodic tenancy,			
	as the case may be.			
Note to park operator /	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.			
managing real estate agent	The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.			
Note to tenant	If you receive this notice you should check whether you are in arrears in rent payments.			
	If rent is not outstanding, you should provide proof of the payment of that rent to the park operator.			
	If rent is outstanding and the park operator has made an application to the State Administrative Tribunal under section 66 of the Act, you must pay that rent and the amount of the filing fee for the application more than 24 hours before the time set down for hearing the application otherwise the State Administrative Tribunal may hear that application and order you to vacate the premises. If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.			
Park operator / managing real estate agent details	Name			
Tenant/s details	Name			
	Suburb State DDD Postcode DDDD			
Residential park and site	Park name and address			
details	Site location (e.g. site number or other description)			

Notice of termination Schedule 10 Termination by park operator Division 1

Breach details	Date rent was due:		$\begin{array}{cccccccccccccccccccccccccccccccccccc$
	Amount o	f rent due:	
	(Attach ad	ditional pages if rent is o	owed for multiple periods.)
Key dates	Vacant possession required by		
	Note 1:	The tenant will still be liable and fees after vacant poss	e for any outstanding rent, charges session is given.
	Note 2:		ks (Long-stay Tenants) Act 2006 e date must be at least 7 days after be is given to the tenant.
	Note 3:	section 39(5)(b), if the par State Administrative Tribu relation to this notice, the application if the rent and	ks (Long-stay Tenants) Act 2006 k operator makes an application to the nal under section 66 of that Act in park operator must withdraw the the amount of the filing fee for the n full more than 24 hours before the the application.
	Date of th	is notice:	
Park operator /	Signature		
managing real	Name (ple	ease print)	
estate agent signature	Date sign	ed:	
signatur c			D D M M Y Y Y Y
Subdivision 3	— Term	ination for other b	reach of agreement
Purpose of this notice	A park operator / managing real estate agent may issue this notice has breached a term of a long-stay agreement (except a term for th of rent) AND the park operator / managing real estate agent has giv default notice to the tenant in relation to that breach.		ement (except a term for the payment ng real estate agent has given a
	This notice of last day of -		on of the agreed premises before the
	the ten	m of a fixed term tenancy; or	
	 a perio 	d of a periodic tenancy,	
	as the case	may be.	
Note to park operator /		plete in BLOCK letters. Attac o dates should be in DD/MM	
managing real estate agent The Department of Consumer Protection recom of the completed notice before giving it to the te ensure the notice is securely delivered and rece		o the tenant and make every effort to	

Schedule 10 Notice of termination

Division 1 Termination by park operator

Note to tenant If you receive this notice you should check whether you have in fact bre the agreement.			
	If you believe you have not breached the agreement, you should contact the park operator and attempt to resolve the matter.		
	If you have breached the agreement, you must pay any outstanding rent, charges and fees and give vacant possession of the agreed premises by the date specified in this notice.		
	If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.		
Park operator / managing real estate agent details	Name		
	Suburb State $\square \square \square$ Postcode $\square \square \square$		
Tenant/s details	Name		
	Suburb State DDD Postcode DDD		
Residential park and site	Park name and address		
details	Site location (e.g. site number or other description)		
Breach details	Date of breach of agreement: D D M M Y Y Y Y		
	Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)		

Notice of termination Schedule 10 Termination by park operator Division 1

Key dates	Date of de	efault notice:		
	Note 1:	This notice is of no effect been given to the tenant in the default notice.	no effect unless a default notice has previously tenant requiring payment by a date specified ce.	
	Vacant po	ossession required by:		
	Note 2:	The tenant will still be lia and fees after vacant po	ble for any outstanding rent, charges ssession is given.	
	Note 3:		arks (Long-stay Tenants) Act 2006 date must be at least 7 days after the is given to the tenant.	
	Date of th	nis notice:		
			$D\;D\;M\;M\;\;Y\;Y\;Y\;Y$	
Park operator /	Signature			
managing real	Name (please print)			
estate agent signature	Date signed:			
			$D\ D\ M\ M\ Y\ Y\ Y$	
Subdi	Subdivision 4 — Termination for sale of park			
Purpose of this notice	A park operator / managing real estate agent may issue this notice if the park operator has entered into a contract for the sale of park premises and is required under the contract to give vacant possession of the agreed premises.			
	This notice can require vacant possession of the agreed premises before the last day of $\ensuremath{}$			
	the term	m of a fixed term tenancy;	or	
	a period of a periodic tenancy,			
		may be. The tenant will be a result of the termination of	e entitled to compensation for loss of the agreement.	
Note to park operator / Please complete in BLOCK letters. Attach extra pages if new references to dates should be in DD/MM/YYYY.				
managing real estate agent	aging real The Department of Consumer Protection recommends that you make of the completed notice before giving it to the tenant and make every			
		If you have received this notice and you are entitled to compensation because of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be paid.		
Note to tenant	of the termin	nation, you should contact t	he park operator and negotiate the	

Schedule 10 Notice of termination

Division 1 Termination by park operator

Park operator / managing real estate agent details	Name		
	Suburb	State LLL Fosicode LLLL	
Tenant/s details	Name		
	Suburb	State DDD Postcode DDDD	
Residential park and site details	Park name and address		
Intention to terminate agreement	The park operator has entered into a contract for the sale of park premises and is required under the contract to give vacant possession of the agreed premises. Accordingly the park operator intends to terminate the long-stay agreement with the tenant under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> s. 41. Note: It is an offence for a park operator to knowingly give a notice of termination that falsely claims or falsely implies that grounds exist for terminating the agreement under the <i>Residential Parks</i>		
Key dates	(Long-stay Tenants) Act 2006 s. 41. Vacant possession required by: □□/□□/□□□□ D D M M Y Y Y Y		
	Note: Under the Residential Parks (Long-stay Tenants) Act 2006 section 41(3), the above date must be — (a) for an on-site home agreement — at least 60 days after the day on which the notice is given; and (b) for a site-only agreement — at least 180 days after the day on which the notice is given.		
	Date of this notice:		
Park operator / managing real estate agent signature	Signature Name (please print) Date signed:		

Notice of termination Schedule 10 Termination by park operator Division 1

Subdivision 5 — Termination without grounds

Purpose of this notice	A park operator / managing real estate agent may issue this notice if the park operator wishes to terminate an agreement without grounds. This notice can require vacant possession of the agreed premises before the last day of a period of a periodic tenancy. This notice cannot require vacant possession of the agreed premises before the last day of the term of a fixed term tenancy.
Note to park operator / managing real estate agent	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.
Note to tenant	If you have received this notice and you are entitled to compensation because of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be paid. If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.
Park operator / managing real estate agent details	Name
Tenant/s details	Name
Residential park and site details	Park name and address
Intention to terminate agreement	The park operator intends to terminate the long-stay agreement with the tenant under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> s. 42.
Key dates	Vacant possession required by: D D M M Y Y Y Y Note 1: Under the Residential Parks (Long-stay Tenants) Act 2006 section 42(3), the above date must be — (a) for an on-site home agreement — at least 60 days after the day on which the notice is given; and

Schedule 10 Notice of termination

Division 2 Termination by tenant

	(b)	for a site-only agreement — at least 180 days after the day on which the notice is given; and		
	(c)	in any case, if the agreement is for a fixed term, not before the end of the fixed term.		
	section 4	ne Residential Parks (Long-stay Tenants) Act 2006 42(5), unless the State Administrative Tribunal otherwise Inder section 74 of that Act, this notice is of no effect if—		
	(a)	an application for an order under section 63(1) of that Act fixing the maximum rent for the agreed premises has been made but has not been heard and determined; or		
	(b)	an order under section 63(3) of that Act is in force in respect of the agreed premises.		
	Date of this notice:			
	a:			
Park operator /	C			
managing real estate agent)		
signature	Date signed:			
		D D M M Y Y Y Y		
D:				
יוע	Division 2 — Termination by tenant			
Purpose of this notice	A tenant may issue this without grounds.	s notice if the tenant wishes to terminate an agreement		
	without grounds. This notice can specify	s notice if the tenant wishes to terminate an agreement that the tenant will give vacant possession of the ten the last day of a period of a periodic tenancy.		
	without grounds. This notice can specify agreed premises before This notice cannot specific the specific that the speci	/ that the tenant will give vacant possession of the		
	without grounds. This notice can specify agreed premises befor This notice cannot spe agreed premises befor Please complete in BL	that the tenant will give vacant possession of the tenant day of a period of a periodic tenancy.		
notice	without grounds. This notice can specify agreed premises before the specific agreed premises the specific agreed premises before the specific agreement agreed premises before the specific agreement agree	what the tenant will give vacant possession of the re the last day of a period of a periodic tenancy. I wife that the tenant will give vacant possession of the re the last day of the term of a fixed term tenancy. OCK letters. Attach extra pages if needed. All ould be in DD/MM/YYYY. Insumer Protection recommends that you make a copy to be before giving it to the tenant and make every effort to		
notice	without grounds. This notice can specify agreed premises before the specific agreed the specific agreement of the specific agreement agreement the specific agreement agr	what the tenant will give vacant possession of the re the last day of a period of a periodic tenancy. In that the tenant will give vacant possession of the re the last day of the term of a fixed term tenancy. OCK letters. Attach extra pages if needed. All ould be in DD/MM/YYYY. Insumer Protection recommends that you make a copy to be before giving it to the tenant and make every effort to be currely delivered and received by the tenant. The contact a community legal centre or the Department of		
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Suburb State DDD Postcode DDDD

Notice of termination Schedule 10

Division 3

Residential	Park name and address			
park and site details	Site location (e.g. site number or other description)			
Intention to terminate agreement		e the long-stay agreement with the ential Parks (Long-stay Tenants)		
Key dates	Vacant possession required by	7:		
	Note: Under the Residential section 44(3), the abo	I Parks (Long-stay Tenants) Act 2006 ove date must be —		
		lays after the day on which this notice is park operator; and		
	(b) if the long-stay agreement is for a fixed term — not before the end of the fixed term.			
	Date of this notice:			
Tomont	Cianatura	D D M M Y Y Y Y		
Tenant signature				
3	Date signed:			
		D D M M Y Y Y Y		
Division 3 — Termination by park operator or tenant — agreement frustrated				
Purpose of this notice		estate agent OR a tenant may issue this premises meet the description set out in		
	This notice can require vacant poss last day of the term of —	ession of the agreed premises before the		
	a fixed term tenancy; or			
	a period of a periodic tenancy,			
	as the case may be, and the rent w	ill be abated appropriately.		

Please complete in BLOCK letters. Attach extra pages if needed. All

The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the other party and make every effort to ensure the notice is securely delivered and received by that party. If you need help please contact a community legal centre or the Department of

references to dates should be in DD/MM/YYYY.

Consumer Protection on 1300 30 40 54.

Note to person

issuing notice

Schedule 10 Notice of termination

Division 3 Termination by park operator or tenant — agreement

frustrated

Note to tenant	If you are entitled to compensation because of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be paid.			
	If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.			
Intention to terminate agreement	The park operator / tenant intends to terminate the long-stay agreement with the tenant / park operator under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> s. 45 because the agreed premises or shared premises have —			
	become uninhabitable or unusable for the intended purpose otherwise than as a result of a breach of the long-stay agreement; or			
	ceased to be lawfully usable for the intended purpose; or			
	been compulsorily acquired by an authority under a written law.			
	(Please tick.)			
Person issuing notice	Name Address			
	Suburb State DDD Postcode DDDD			
Person receiving notice	Name			
	Suburb State DDD Postcode DDDD			
Residential park and site	Park name and address			
details	Site location (e.g. site number or other description)			
Key dates	Vacant possession required by: D D M M Y Y Y Y			
	Note 1: Under the Residential Parks (Long-stay Tenants) Act 2006 section 45(5), if the park operator gives this notice to the tenant, the above date must be at least 7 days after the day on which the notice is given.			
	Note 2: Under the Residential Parks (Long-stay Tenants) Act 2006 section 45(6), if the tenant gives this notice to the park operator, the above date must be at least 2 days after the day on which the notice is given.			
	Date of this notice:			
	$D\;D\;M\;M\;\;Y\;Y\;Y$			

 $D\ D\ M\ M\ Y\ Y\ Y$

Notice of termination
Termination by park operator or tenant — agreement frustrated

Signature of person issuing notice

Name (please print)
Date signed:

Schedule 11 Notice to former tenant about abandoned goods

Schedule 11 — Notice to former tenant about abandoned goods

[r. 14]

Park operator / managing real estate agent details	Name		
Former tenant/s details	Name		
Details of terminated agreement	The long-stay agreement between the park operator and former tenant in relation to the following premises: Park name and address Site location (e.g. site number or other description) was terminated on		
Goods left on premises	The tenant left the following goods on the above premises:		
Date goods stored	These goods were put into storage by the park operator under the Residential Parks (Long-stay Tenants) Act 2006 section 48(3) on: D D M M Y Y Y Y Note 1: The Residential Parks (Long-stay Tenants) Act 2006 section 48(4) requires the park operator within 7 days after the above date to — (a) send this notice to the former tenant; and (b) publish a summary of this notice in a newspaper circulating generally throughout Western Australia. Note 2: Under the Residential Parks (Long-stay Tenants) Act 2006		

Residential Parks (Long-stay Tenants) Regulations 2007 Notice to former tenant about abandoned goods Schedule 11

	section 48(2), the park operator need not store but may remove and destroy or otherwise dispose of abandoned goods if —			
		(a) t	the goods are perishable foodstuffs; or	
		i	the cost of the removal, storage and sale of the goods s or is likely to be more than the estimated value of the goods.	
Reclaiming the goods	Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 49, a person who has a legal right to the goods may reclaim them upon paying to the park operator an amount equal to the costs reasonably incurred by the park operator in removing the goods from the agreed premises and storing them.			
Date goods	te goods Goods required to be reclaimed by: \(\sigma \sqrt{\pi} \sqrt{\pi} \sqrt{\pi} \sqrt{\pi} \sqrt{\pi} \sqrt{\pi}			
must be	•		D D M M Y Y Y Y	
reclaimed by	Note:	Note: Under the Residential Parks (Long-stay Tenants) Act 2006 section 48(5), the above date must be at least 60 days after the day on which the goods were stored.		
If the goods are	If the goods are not reclaimed by the date specified above —			
not reclaimed	(a) (b)	under the <i>Residential Parks</i> (<i>Long-stay Tenants</i>) Act 2006 section 48(5), the park operator must as soon as practicable arrange for the goods to be sold at public auction; and under the Residential Parks (Long-stay Tenants) Act 2006 section 52, the park operator is entitled to		
		at of the proceeds of the sale an amount equal arm of —		
		(i)	the reasonable costs of removing, storing and selling the goods; and	
		(ii)	any amount owed to the park operator by the long-stay tenant under the long stay agreement.	
	Note: Under section 77(1) of the Act, if an amount of money is paid into the Rental Accommodation Fund from the proceeds of the sale of abandoned goods, a person who had a legal right to the goods before they were sold may apply to the State Administrative Tribunal for the amount to be paid to him or her.			
Park operator /	Signature .			
managing real				
estate agent signature	Date signe	. /		

By Command of the Governor,

M. C. WAUCHOPE, Clerk of the Executive Council.