Western Australia

Residential Parks (Long-stay Tenants) Regulations 2007

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Western Australia

Residential Parks (Long-stay Tenants) Act 2006

Residential Parks (Long-stay Tenants) Regulations 2007

1. Citation

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

2. Commencement

These regulations come into operation as follows:

- regulations 1 and 2 on the day on which these regulations are published in the Gazette;
- the rest of the regulations on the day on which the (b) 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;

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;

Version 00-b0-02 As at 05 Jul 2011 page 1 *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
- (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)

- For the purposes of section 11(1)(d) of the Act, the report that a (1) park operator must give to a proposed tenant in relation to proposed agreed premises before making an agreement is
 - 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
 - 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
 - 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
 - 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
 - give a copy of that report to the park operator. Penalty: a fine of \$5 000.
- As soon as practicable after the tenancy is terminated, the park (4) operator and former tenant must each
 - 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

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- (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.

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;
 - (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;

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- (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;
- (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 –

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

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.

- 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.
- For the purposes of section 92(b) of the Act, an amount equal to (3) 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.
- 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;

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.

- The bond holder must give notice in writing to the park operator and the tenant in whose names the security bond amount is held
 - informing them that the bond holder has reason to (a) 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
 - 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.
- 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.
- 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.
- Regulation 18 applies with any necessary modifications to a (6) 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.
- For the purposes of this regulation, the chief executive officer of (7) 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 —

restrictions on the making of noise;

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- (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.
- (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

[r. 4]

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 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: 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 —	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;		

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Schedule 1 Periodic on-site home agreement
Division 1 Preliminary

	"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				
	Suburb State DDD Postcode DDDD				
	Phone () Fax ()				
	Email address				
	Managing real estate agent's details (if applicable)				
	Name				
	Address				
	Suburb State DDD Postcode DDDD				
	Phone () Fax ()				
	Email address				

Periodic on-site home agreement Rent, fees and charges

Schedule 1 Division 2

Clause 3 —	Tenant/s name/s	
Tenant/s	Current address	
details		
	Suburb State DDD Postcode DDDD	
	Phone () Fax ()	
	Email address	
	Place of occupation	
	Suburb State DDD Postcode DDD	
	Phone () Fax ()	
	Email address	
Clause 4 —	Park name and address	
Residential		
park and site details	Site location (e.g. site number or other description)	
uctans		
	Number of persons to reside permanently in the on-site home:	
	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: DD/DD/DDD	
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		
uay		

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Periodic on-site home agreement Schedule 1

Division 2 Rent, fees and charges

Clause 8 —	□ Cash	☐ Cheque			
Method of rent payment	□ EFTPOS	☐ Credit card			
	☐ Direct deposit into specified financial institution	☐ Deduction from pension			
	☐ Other (please specify)				
Clause 9 — Location of rent payment		aid: (e.g. at the park's office, at the park ion)			
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 than 2 weeks' rer	Act states that this amount must not be more nt.			
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 				
	the day on w	t not be increased until at least 6 months after hich the tenancy period began or the day on last increased.			
	(2) How the rent may be	e varied: (i.e. basis for reviewing e.g. —			
	for Perth publi referred to in s	CPI (the all groups consumer price index shed by the Australian Statistician ection 5 of the <i>Australian Bureau of 975</i> of the Commonwealth); or			
	(b) percentage inc	rease on current rent; or			
	(c) review on a ma	arket rent basis).			
	for a review of re the amount of rer the park operator	of the Act, if a long-stay agreement provides nt on a market rent basis then, when calculating it to be payable on and after the review date, must have regard to a report obtained for the ark operator from a person licensed under the ensing Act 1978.			

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

	(3) When the rent may be varied:		
	Note 3:	Act or, if the park	use must set out the effect of section 30 of the operator's right to increase rent under that nited by this agreement, a description of that that limitation.
Clause 12 —	(1) The	tenant is not requ	
No accelerated	(a)	any rent remair	ning payable under this agreement; or
rent and liquidated	(b)	rent of an incre	ased amount; or
damages	(c)	an amount by v	vay of penalty; or
	(d)	an amount by v	vay of liquidated damages,
	for a law.	ny breach of this	s agreement, the Act or any other written
	Note 1:		clause 18(1) to the Act, this agreement would ent that it provided for any such payment.
(2) The tenant is not entitled to any reduction i rebate, refund or other benefit, because the breached this agreement, the Act or another		er benefit, because the tenant has not	
	Note 2:	any reduction, reb	clause 18(2) to the Act, if in this agreement bate, refund or other benefit were expressed to compliance with this agreement, the Act or
			rement would be taken to be varied from the cement of the tenancy; and
		. ,	nt would be entitled to the reduction, rebate, r other benefit in any event.
Clause 13 —	4 weeks' re	ent	
Security bonds	Security de		
	(not more	,	
	Fumigation (not more	n (cats or dogs)	
	(1101 111010	man \$100 <i>)</i>	
	Total		
	Note:		ne Act specifies the maximum amount for the

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Periodic on-site home agreement Schedule 1

Division 2 Rent, fees and charges

Clause 14 — Charges for additional residents	(1)	Charge for each person residing on the agreed premises in addition to the number of permanent residents specified in clause 4: \$
	(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	I: 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.
	Note 3	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.
	Exclı	ıde this clause: ☐ Yes ☐ No

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Periodic on-site home 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 /	(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 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.		
Clause 16 — The park operator must bear the cost of all rates, taxes or clauses, taxes imposed in respect of the agreed premises and the shared punder 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.		
	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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Schedule 1 Periodic on-site home agreement

Division 3 Table of fees and charges for services and utilities

••••••		
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)			

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Division 4 — General terms

Clause 17 —	Children allowed to live on the agreed premises: ☐ Yes ☐ 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					
Recping 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.				
	(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.				

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Schedule 1 Periodic on-site home agreement

Division 4 General terms

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 —
	 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, 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.
Clausa 22 —	The tenant must keep the site and both the interior and the exterior

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Periodic on-site home agreement Schedule 1 General terms Division 4

Responsibility	of the on-site home in a reasonable state of cleanliness.				
for cleanliness					
	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 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:				

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	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 24 —	(1) The	park op	erator must —	
Park operator's	(a)	-	le the agreed premises and the shared premises in onable state of cleanliness; and	
responsibility for cleanliness and repairs	(b)		ain the shared premises in a reasonable state of iness; and	
	(c)	shared	le and maintain the agreed premises and the l 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 on to the buildings in the residential park or the and safety of residents of the park.	
	sub spe	clause (1	iting the park operator's obligations under) the park operator must carry out any work the Condition report set out in Division 6	
	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, 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 25 — Compensation where tenant	reas	sonable e	erator must compensate the tenant for any expense incurred by the tenant in making urgent e agreed premises where —	
sees to repairs	(a)	result likely	ate 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 wenience to the tenant; and	

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	(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) 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
	(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.
	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 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:

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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 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.

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	Note 2	2:	Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (3) or (4) 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.
	Excl	ude th	is clause: ☐ Yes ☐ No
			se is not excluded, are there any modifications or to the clause? \square Yes \square No
	If yes	s, outl	ine the modification or restriction below:
		•••••	
		•••••	
		•••••	
		•••••	
	Note 4	4:	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 29 — Park operator's right of entry	(1)	othe	park operator may enter the agreed premises and any r premises occupied by the tenant under this agreement, uding any relocatable home or other structure provided 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 operator may enter the agreed premises —
		(a)	on giving at least 24 hours' written notice to the tenant where the park operator requires access to meet the park operator's obligations under this Act or to inspect repairs and maintenance to the site; or
		(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

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Schedule 1 Periodic on-site home agreement Division 4 General terms

	((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		
	(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		
	(=	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		
	(;	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	e this clause: Yes No		
		lause is not excluded, are there any modifications or ons to the clause? ☐ Yes ☐ No		
	If yes, o	outline the modification or restriction below:		
	in yes, outline the mounted of treat retorn 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	a	The tenant must not affix a fixture or make a renovation or a lteration or addition to the agreed premises: Yes \square No		
fixtures or	(2) I:	î yes —		
alter premises	(:	the written consent of the park operator is required: ☐ Yes ☐ No		
	(1	the following additional conditions apply:		
	(3) T	the park operator must not withhold consent unreasonably.		

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Periodic on-site home agreement General terms Schedule 1

Division 4

	If this restrict If yes	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. 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. de this clause: Yes No clause is not excluded, are there any modifications or ctions to the clause? Yes No noutline 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
		"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: \square Yes \square 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 —
		(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

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Schedule 1 Periodic on-site home agreement

Division 4 General terms

	regulates such an assignment.
Clause 32 —	(1) The tenant is vicariously responsible for any act or omission
Tenant's	of another person who is lawfully on the agreed premises or
vicarious	the shared premises, if the act or omission would have
responsibility for breach of	constituted a breach of this agreement if done or omitted by the tenant.
agreement	
g	(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 that the second of the se
	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 33 —	(1) The park operator reserves the right to reposition the on-site
Repositioning of on-site home	home to a comparable site in the park if necessary: ☐ Yes ☐ No
	(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 —	The period of notice for the termination of this agreement is:
Notice of	The period of notice for the termination of this agreement is.
termination	Note 1: If notice of termination is given —
	 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: 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
	(b) a person whose title is superior to the title of the park

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Periodic on-site home agreement	Schedule 1
Special terms	Division 5

			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.
		terminat	s 41 and 42 state that, if the park operator gives notice of tion, the notice must specify that the tenant is to give possession of the agreed premises to the operator at days after the day on which the notice is given.
		the notice	44 states that, if the tenant gives notice of termination, ce 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			l in clauses 33(1) and 36, neither the park nant can vary this agreement unilaterally.
Clause 36 — Park rules	Division 7 a	is amen	o comply with the park rules set out in used by the park operator from time to time in gulation 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.	

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Schedule 1 Periodic on-site home agreement

Division 6 Condition report

Division 6 — Condition report

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

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

and 4 of the regulations.

Division 7 — Park rules

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

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.

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Extract from www.slp.wa.gov.au, see that website for further information

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 / manager			
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.			
Tenant	Tenant (1)			
signature/s	Signatory (print name)			
	Signature			
	Date Signed: □□/□□/□□□□			
	DD MM Y YY Y			
	Tenant (2)			
	Signatory (print name)			
	Signature			
	Date Signed: □□/□□/□□□□			
	DD MM Y Y Y Y			
	Witness*			
	Signatory (print name)			
	Signature			
	Date Signed: □□/□□/□□□□			
	DD MM Y Y Y Y			
	* Please note the witness cannot be the park operator or tenant.			

Schedule 1 Periodic on-site home agreement

Division 10 Tenant's checklist

Division 10 — Tenant's checklist					
	☐ I have i	received a copy of, and read, this agreement.			
		noted the clauses of this agreement that have been ed, modified or restricted.			
	prepare	received a copy of, and read, the information booklet and for the purposes of section 11(1)(b) of the Act by the assioner for the purposes of the Act.			
	☐ I have s	sought, or decided not to seek, independent legal advice.			
	☐ I have s	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

[r. 5]

Division 1 — Preliminary

	Division 1 Tremmary					
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 Schedule 2 Division 1 Preliminary

	"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				
managing real estate agent					
managing real	First name Last name				
managing real estate agent	First name Last name				
managing real estate agent	First name				
managing real estate agent	First name				
managing real estate agent	First name				
managing real estate agent	First name				
managing real estate agent	First name				
managing real estate agent	First name				
managing real estate agent	First name				
managing real estate agent	First name				
managing real estate agent details Clause 3 — Tenant/s	First name				
managing real estate agent details Clause 3 — Tenant/s	First name				
managing real estate agent details Clause 3 — Tenant/s	First name				
managing real estate agent details Clause 3 — Tenant/s	First name				

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

Schedule 2 Division 2

	Phone () Fax ()				
	Email address				
Clause 4 — Residential park and site details	Park name and address Site location (e.g. site number or other description) Number of persons to reside permanently in the on-site home: 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 — Fixed term of agreement	Commencement date: $\square \square / \square \square \square \square \square$ D D M M Y Y Y Y Termination date: $\square \square / \square \square \square \square \square$ D D M M Y Y Y Y				
Di	ivision 2 — Rent, fees and charges				
Clause 6 — Rent	 (1) Rent: \$ per □ week / □ fortnight / □ month				
Clause 7 — Rent payment day	Rent payment day				
Clause 8 — Method of rent payment	 □ Cash □ EFTPOS □ 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 operator's financial institution)				

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rent payment

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	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 Australian Bureau of Statistics Act 1975 of the Commonwealth); or	
		(b)	percentage increase on current rent; or	
		(c)	review on a market rent basis).	
			······································	
No		:	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.	
			en the rent may be varied:	
	•••••	•••••		
	•••••	•••••		
	•••••			
	Note 2	:	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 t	tenant is not required to pay —	
No accelerated		(a)	any rent remaining payable under this agreement; or	
rent and		(b)	rent of an increased amount; or	
liquidated damages		(c)	an amount by way of penalty; or	
		(d)	an amount by way of liquidated damages,	
		` '	ny breach of this agreement, the Act or any other written	
	law.		and the state of t	

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

	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)			
	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 —	(1) Charge for each person residing on the agreed premises in			
Charges for additional	addition to the number of permanent residents specified in clause 6:			
residents				
residents	\$ per □ night / □ week / □ fortnight / □ 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.			

Schedule 2 Fixed term on-site home agreement

Division 2 Rent, fees and charges

	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.				
	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	tena	fees and charges set out in Division 3 are payable by the ant during the term of this agreement for services and ities 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,				
		amount payable by the tenant for that fee or charge under 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 —				
		(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				

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Fixed term on-site home agreement

Schedule 2

Table of fees and charges for services and utilities

Division 3

Clause 16 — Rates, taxes and charges payable by park operator	The park operator must bear the cost of all imposed in respect of the agreed premises and under any of the following written laws— (a) the Land Tax Act 2002; (b) the Local Government Act 1999; (c) any written law under which a imposed for "water services", Agencies (Powers) Act 1984, econsumed.	and the shared premises 25; rate, tax or charge is as defined in the <i>Water</i>		
	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 restr box above and by either —	ricted by marking the relevant		
	(a) setting out the modification provided below the clause	n or restriction in the space ; or		
	(b) if there is insufficient space "Refer to Division 5" and so restriction in Division 5.	e below the clause, writing etting out the modification or		

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)			

Schedule 2 Fixed term on-site home agreement

Division 4 General terms

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 allowed to live on the agreed premises: ☐ Yes ☐ 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	(1) Specify any premises the tenant will share with other tenants at the park.			
premises				
	(2) Society and the second state of the second			
	(2) Specify any restrictions on the access to those premises.			

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Extract from www.slp.wa.gov.au, see that website for further information

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

	(2) The all and a second of the
	(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 —
	(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 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 —
pi emises	"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:

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Schedule 2 Fixed term on-site home agreement

Division 4 General terms

	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	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:

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Schedule 2

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 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 for cleanliness and repairs	(b) maintain the shared premises in a reasonable state of cleanliness; and
and repairs	(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.
	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 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 —

Schedule 2 Fixed term on-site home agreement

Division 4 General terms

	(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.			
		owever, the park operator is not obliged to compensate the nant 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	bclause (1) applies whether or not the tenant has notice of e state of the agreed premises at the time when this reement is made.			
	Exclude	this clause: ☐ Yes ☐ No			
		ause is not excluded, are there any modifications or ns 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 26 —	The tena	nt —			
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			
		ause is not excluded, are there any modifications or one to the clause? ☐ Yes ☐ No			

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	If yes, outline the modification or restriction below:				
	Note: This clause can be modified or restricted by marking the releva box above and by either —	nt			
	 (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 o restriction in Division 5.	r			
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 if the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.	in			
	(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.	ı			
Clause 28 — Locks	 The park operator must provide and maintain such locks or other devices as are necessary to ensure that the on-site hom is reasonably secure. 	ne			
	(2) The tenant will not alter, remove or add any lock or similar device to the agreed premises or the shared premises withou the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out.	ıt			
	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.	1			
	(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				

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		the sl	nared premises.	
	Note 2:		Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (3) or (4) 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	i:	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.	
	Exclu	de 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 4:		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 29 — Park operator's right of entry	(1)	other	park operator may enter the agreed premises and any premises occupied by the tenant under this agreement, ding any relocatable home or other structure provided e 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 p	park operator may enter the agreed premises —	
		(a)	on giving at least 24 hours' written notice to the tenant where the park operator requires access to meet the park operator's obligations under this Act or to inspect repairs and maintenance to the site; or	
		(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	

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Schedule 2

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		the ren	nder 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 casion of a rent collection referred to in aph (c), but not more frequently than once every cs; 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 ars' notice; or
	(f)	occasion ends, a	reasonable time and on a reasonable number of cons during the 21 days before this agreement after giving the tenant reasonable notice, for the se of showing the agreed premises to prospective s; or
	(g)	occasion the pur	reasonable time and on a reasonable number of ons, after giving the tenant reasonable notice, for rpose of showing the agreed premises to ctive purchasers.
	Exclude thi	s clause	e: □ Yes □ No
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No		
	If yes, outli	ne the 1	nodification or restriction below:
I	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

Schedule 2 Fixed term on-site home agreement

Division 4 General terms

Clause 30 — Tenant's right to remove fixtures or alter premises	(1)	The tenant must not affix a fixture or make a renovation or an alteration or addition to the agreed premises: ☐ Yes ☐ No If yes — (a) the written consent of the park operator is required:				
		☐ Yes ☐ No (b) the following additional conditions apply:				
	(3) (4)	The park operator must not withhold consent unreasonably. 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				
	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 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	(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:				

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Schedule 2

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	(2)	If the engineer to subcloud (2)(a) is yes		
	(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 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)	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? ☐ Yes ☐ No		
	If yes, outline the modification or restriction below:			
	y,			
	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 33 — Repositioning of on-site home to a comparable site in the park if necessary. Yes No			
Clause 34 — Notice of termination The period of notice for the termination of this agreement is: Note 1: If notice of termination is given — (a) by the park operator under Part 3 Division 2 of the Act, or 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 ends when — (a) the State Administrative Tribunal terminates this agreement ender 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 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 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. Except as provided in clauses 7(1) and 10, neither the park operator nor the tenant can vary this agreement un	Repositioning	hon	ne to a comparable site in the park if necessary.
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. 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 (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 mortgage 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 to end this agreement, or (g) 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 given and, if the notice is given and, if the notice is given and, if the notice is given and, if 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 in 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 unilaterally.		exp	enses resulting from any repositioning of the on-site
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. 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 (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 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. Except as provided in clauses 7(1) and 10, neither the park operator nor the tenant can vary this agreement unilaterally.		The period	d of notice for the termination of this agreement is:
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No unilateral variation of agreement unilaterally.		Note 5:	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
Clause 36 — The tenant agrees to comply with the park rules set out in	No unilateral variation of		
	Clause 36 —	The tenan	t agrees to comply with the park rules set out in

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Fixed term on-site home agreement Schedule 2 Special terms Division 5

Park rules	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.		

Schedule 2 Fixed term on-site home agreement

Division 6 Condition report

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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.

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Fixed term on-site home agreement Schedule 2 Tenant's checklist **Division 10**

Tenant	Tenant (1)		
signature/s	Signatory (print name)		
	Signature		
	Date Signed: □□/□□/□□□□		
	DD MM Y Y Y Y		
	Tenant (2)		
	Signatory (print name)		
	Signature		
	Date Signed: □□/□□/□□□□		
	DD MM Y YY Y		
	Witness*		
	Signatory (print name)		
	Signature		
	Date Signed: □□/□□/□□□□		
	DD MM Y Y Y Y		
	* Please note the witness cannot be the park operator or 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.		

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Division 1 Preliminary

Schedule 3 — Periodic site-only agreement

[r. 6]

Division 1 — 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: www.docep.wa.gov.au 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;		
	"regulations" means the Residential Parks (Long-stay		

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Periodic site-only agreement Preliminary Schedule 3

Division 1

	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 estate agent	First name Last name		
details	Business address		
	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		
uctans			
	Suburb		
	Phone ()		
	Email address		
	Place of occupation		
	Phone ()		
	Fmail address		

Periodic site-only agreement Schedule 3 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)			
	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 —	Commencement date: □□/□□/□□□□			
Agreement	DD MM Y YY 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				
Clause 8 —	□ Cash □ Cheque			
Method of rent payment	☐ EFTPOS ☐ Credit card			
payment	☐ Direct deposit into ☐ Deduction from pension specified financial institution			
	☐ Other (please specify)			
Clause 9 — Location of	Place where rent must be paid: (e.g. at the park's office, at the park operator's financial institution)			
rent payment				
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 increases allowed: ☐ Yes ☐ No			

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Rent variation		
Kent variation	Note 1:	Under section 30(2) of the Act —
		 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) Hov	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:	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:	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:
	Note 5:	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;

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

	(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 tenar	nt is not required to pay —	
No accelerated	(a) any	rent remaining payable under this agreement; or	
rent and liquidated	(b) ren	t of an increased amount; or	
damages	(c) an	amount by way of penalty; or	
J	(d) an	amount by way of liquidated damages,	
	for any b law.	reach of this agreement, the Act or any other written	
		er Schedule 1 clause 18(1) to the Act, this agreement would oid to the extent that it provided for any such payment.	
		nt is not entitled to any reduction in rent, or any	
	· · · · · · · · · · · · · · · · · · ·	fund or other benefit, because the tenant has not	
		this agreement, the Act or another written law. er Schedule 1 clause 18(2) to the Act, if in this agreement	
	any reduction, rebate, refund or other benefit were exp be dependant on compliance with this agreement, the another 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' rent		
Security bonds	Security device	s	
	(not more than	\$100)	
	Fumigation (car	6 /	
	(not more than	\$100)	
	Total		
		tion 21(2) of the Act specifies the maximum amount for the urity bonds relating to security devices and pets (\$100 each).	

Periodic site-only agreement Schedule 3 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	\$	per \square night / \square week / \square fortnight / \square month	
		(Please tick applicable period)	
		or the purposes of subclause (1) specify any provisions elating to —	
	(8	a) what constitutes "residing" (e.g. the minimum period); and	
	(t	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.	
	m	the charge is not payable at the same time and in the same nanner as the rent, specify when and how the charge is to be aid.	
	•••••		
	•••••		
	Note 2:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.	
		tate any other provisions applicable in relation to the pplication 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	e this clause: ☐ Yes ☐ No	
	Note 4:	This clause can be excluded by marking the relevant box above or by crossing out the entire clause	

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

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 utilities	(2)	If a fee or charge under subclause (1) —			
		(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.			
	Exclud	de subclause (2): ☐ Yes ☐ No			
	If this subclause is not excluded, are there any modifications or restrictions to the subclause? \square Yes \square No				
		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.			
Clause 16 — Rates, taxes and charges	impose	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 park operator		(a) the Land Tax Act 2002;			
		(b) the Local Government Act 1995;			
	1	(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.			
	Exclud	de 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:			

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Periodic site-only agreement Schedule 3 Table of fees and charges for services and utilities Division 3

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)			

Division 4 General terms

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.
	(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

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	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? 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 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.			

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Division 4 General terms

	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 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? ☐ 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 rectriction in Division 5			

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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.

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 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
 - (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) However, the park operator is not obliged to compensate the tenant unless —

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	 (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.			
	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 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:			

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	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) Division 5" a	if there is insufficient space below the clause, writing "Refer to and setting out the modification or restriction in Division 5.
Clause 27 — Quiet enjoyment	pre	tenant has a right to quiet enjoyment of the agreed mises without interruption by the park operator or any son claiming by, through or under the park operator or ing superior title to that of the park operator.
	witl the	e park operator must not cause or permit any interference in the reasonable peace, comfort or privacy of the tenant in use by the tenant of the agreed premises or the reasonable by the tenant of the shared premises.
	the cau con	e park operator must take all reasonable steps to enforce obligation of any other tenant of the park operator not to se or permit any interference with the reasonable peace, afort or privacy of the tenant in the use by the tenant of agreed premises or the shared premises.
Clause 28 — Locks	dev the befo	e tenant will not alter, remove or add any lock or similar ice to the agreed premises or the shared premises without consent of the park operator given at, or immediately ore, the time that the alteration, removal or addition is ried 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.
	sim belo at, o	e park operator will not alter, remove or add any lock or ilar device to the agreed premises or to anything that ongs to the tenant without the consent of the tenant given or immediately before, the time that the alteration, loval or addition is carried out.
	sim the	e park operator will not alter, remove or add any lock or ilar device to the shared premises without first notifying tenant and providing the tenant with a means of access to 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.

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	Exclude this clause: ☐ Yes ☐ No				
	If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No				
	If yes,	nodification or restriction below:			
			••••••		
			••••••		
			•••••		
	NI:1: 4		T 1.11.		
	Note 4:			use can be modified or restricted by marking the relevant 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		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 1	time in an emergency.	
	(2)	The j	park ope	erator may enter the agreed premises —	
		(a)	where park op	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	
		(b)	notice 14 days	by 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)	rent un the ren	reasonable time for the purpose of collecting the der this agreement, where under this agreement t is payable not more frequently than once each nd is to be collected at the premises; or	
		(d)	the occ	purpose of inspecting the agreed premises, on asion of a rent collection referred to in aph (c), but not more frequently than once every s; 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 rs' notice; or	
		(f)	at any i	reasonable time and on a reasonable number of	

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		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.					
	Exclu	ude this clause: ☐ Yes ☐ No is clause is not excluded, are there any modifications or ictions 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 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					
Ot 1		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 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:					

Schedule 3 Periodic site-only agreement
Division 4 General terms

	(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? \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 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					

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		•••••				
		•••••				
		•••••				
			to and the state of the state o			
	(4)		tenant is not required to nominate the park operator as selling agent in relation to the sale of the relocatable e.			
Clause 32 — Provision for	(1)		tenant may assign his or her interest under this ement or sub-let the agreed premises: ☐ Yes ☐ No			
assigning or	(2)	If ye	es —			
sub-letting the premises		(a)	the written consent of the park operator is required: ☐ Yes ☐ No			
		(b)	the following additional conditions apply:			
		•••••				
	(3)		e answer to subclause (2)(a) is yes —			
	(3)	(a)	the park operator must not unreasonably withhold			
		(u)	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 —	(1)		tenant is vicariously responsible for any act or omission			
Tenant's vicarious			nother person who is lawfully on the agreed premises or shared premises, if the act or omission would have			
responsibility			stituted a breach of this agreement if done or omitted by			
for breach of			enant.			
agreement	(2)	the a	clause (1) does not extend to a person who is lawfully on agreed premises or the shared premises but whose ority does not derive from the permission, express or lied, of the tenant.			
			is clause: □ Yes □ No			
			se is not excluded, are there any modifications or s to the clause? ☐ Yes ☐ No			
	Ifvo	41	ing the modification or restriction below:			

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	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	herator reserves the right to reposition the tenant's home to a comparable site in the park if Yes \subseteq No
home		enses re	ark operator must pay for all the tenant's sulting from any repositioning of the relocatable
Clause 35 — Notice of	The perio	d of noti	ce for the termination of this agreement is:
termination	Note 1:	If notice	e 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 t	33(1) of the Act provides that this agreement terminates the above period of notice has expired and the tenant has racant possession of the agreed premises to the park or.
	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:	termina	ns 41 and 42 state that, if the park operator gives notice of ation, the notice must specify that the tenant is to give possession of the agreed premises to the operator at 80 down offer the day on which the notice is given.

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	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.			
	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.			

Schedule 3 Periodic 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.

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: \(\propto \propt
	DD MM Y YY Y
	Witness*
	Signatory (print name)
	Signature
	Date Signed: \(\propto \propt
	DD MM Y YY Y
	* Please note the witness cannot be the park operator or tenant.

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

Tenant	Tenant (1)			
signature/s	Signatory (p	orint name)		
	Signature			
	Date Signed	l: 00/00/0000		
		DD MM YYYY		
	Tenant (2)			
	Signatory (p	orint name)		
	Signature			
	Date Signed	1: 00/00/0000		
	DD MM Y YY Y			
	Witness*			
	Signatory (p	print name)		
	Signature			
	Date Signed	l: 00/00/0000		
	DD MM Y YY Y			
	* Please not	te 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.		

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Schedule 3 Periodic 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.			

Schedule 4 — Fixed term site-only agreement

[r. 7]

Division 1 — Preliminary

	Division 1 — Fremmary				
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	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 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 —	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;				
	"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				

Fixed term site-only agreement Schedule 4 Division 1 Preliminary

	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's details (not required if managing real estate				
Park operator /	agent's details are provided below)				
managing real estate agent	First name Last name				
details	Business address				
	Suburb				
	Phone ()				
	Email address				
	Managing real estate agent's details (if applicable)				
	Name				
	Address				
	Suburb				
	Phone ()				
	Email address				
Clause 3 — Tenant/s	Tenant/s name/s				
details	Current address				
	Suburb				
	Phone ()				
	Email address				
	Place of occupation				
	Suburb				
	Phone () Fax ()				
	Dillan auuless				

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

Clause 4 — Residential	Park name and address				
park and site details	Site location (e.g. site number or other description)				
	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: DD D M M Y Y Y Y				
agreement	Termination date: DDMMYYYYY				
Di	vision 2 — Rent, fees and charges				
Clause 6 —	(1) Rent: \$ per □ week / □ fortnight / □ month				
Clause 6 — Rent	(1) Rent: \$ per □ week / □ fortnight / □ month (Please tick applicable period)				
	•				
	(Please tick applicable period) Note 1: Division 3 specifies what fees or charges for services and				
	(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:				
Rent Clause 7 —	(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:				
Rent Clause 7 — Rent payment	(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:				
Rent Clause 7 —	(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:				
Clause 7 — Rent payment day	(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:				
Clause 7 — Rent payment day Clause 8 — Method of 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:				

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Place where rent must be paid: (e.g. at the park's office, at the park

operator's financial institution)

Clause 9 —

Location of

rent payment

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	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 Statistics Act 1975</i> of the Commonwealth); or
		(b)	percentage increase on current rent; or
		(c)	review on a market rent basis).
	Note 1: Note 2: Note 3:		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.
			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	n the rent may be varied:

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

	Note 4: Under Sche	edule 1 clause 4(2) and (6) to the Act —			
	re se gi of re	it is the practice of the park operator to review the nt payable by long-stay tenants in accordance with a set review date schedule and the tenant has been wen written notice of that schedule before the making this agreement, the above subclause can set the first view date earlier than 12 months from the beginning the tenancy;			
	re	e above subclause cannot otherwise specify that the nt is to be reviewed at intervals of less than 2 months.			
Clause 12 —	(1) The tenant is no	ot required to pay —			
No accelerated	(a) any rent r	emaining payable under this agreement; or			
rent and liquidated	(b) rent of an	increased amount; or			
damages	(c) an amoun	t by way of penalty; or			
	(d) an amoun	t by way of liquidated damages,			
	for any breach of this agreement, the Act or any other written				
	law.				
		edule 1 clause 18(1) to the Act, this agreement would he extent that it provided for any such payment.			
	rebate, refund o	of entitled to any reduction in rent, or any or other benefit, because the tenant has not greement, the Act or another written law.			
	any reducti	edule 1 clause 18(2) to the Act, if in this agreement on, rebate, refund or other benefit were expressed to ant on compliance with this agreement, the Act or tten law —			
		is agreement would be taken to be varied from the ommencement of the tenancy; and			
		e tenant would be entitled to the reduction, rebate, fund or other benefit in any event.			
Clause 13 —	4 weeks' rent				
Security bonds	Security devices (not more than \$100)				
	Fumigation (cats or do (not more than \$100)	ogs)			
	Total				
		(2) of the Act specifies the maximum amount for the nds relating to security devices and pets (\$100 each).			

Schedule 4 Fixed term site-only agreement

Division 2 Rent, fees and charges

Clause 14 — Charges for additional residents	(1)	Charge for each person residing on the agreed premises in addition to the number of permanent residents specified in clause 6: \$ per □ night / □ week / □ fortnight / □ 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)	f the charge is not payable at the same time and in the same nanner as the rent, specify when and how the charge is to be aid.		
	Note 2: If there is insufficient space below the subclause, write "Re 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.		
	Excl	ude this clause: ☐ Yes ☐ No		
	Note 4	4: This clause can be excluded by marking the relevant box above or by crossing out the entire clause.		

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Fixed term 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? ☐ Yes ☐ No					
	If yes, outline 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 —					
	 (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.					
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? ☐ Yes ☐ No					
	If yes, outline the modification or restriction below:					

Schedule 4 Fixed term site-only agreement

Division 3 Table of fees and charges for services and utilities

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)			

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Division 4 — General terms Clause 17 — Children allowed to live on the agreed premises: ☐ Yes ☐ No Children 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 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 — (1) Specify any premises the tenant will share with other tenants Shared at the park. premises Specify any restrictions on the access to those premises. (2) The park operator may make changes to the residential park (3) resulting in a reduction of the shared premises if 75% of the

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restrictions to the clause? ☐ Yes ☐ No

long-stay tenants at the park support the changes. Vacant possession of the agreed premises will be given to the

tenant on the day on which the tenant is entitled under this

If this clause is not excluded, are there any modifications or

agreement to take up occupation of the agreed premises.

Exclude this clause: ☐ Yes ☐ No

Clause 20 -

possession

Vacant

Schedule 4 Fixed term site-only agreement

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 21 — No legal impediment to occupation of	(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	(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:				
	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	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? \(\Pi\) Yes \(\Pi\) No				

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Fixed term site-only agreement

General terms

Schedule 4

Division 4

	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 for cleanliness and repairs	(b) maintain the shared premises in a reasonable state of cleanliness; and			
and repairs	(c) provide and maintain the agreed premises and the shared premises in a reasonable state of repair having			

Schedule 4 Fixed term site-only agreement

Division 4 General terms

		(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.			
	Exclı	de this clause: ☐ Yes ☐ No			
		clause is not excluded, are there any modifications or ections 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 25 — Compensation where tenant	(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 —			
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)	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			

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Schedule 4

Division 4

	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.			
Clause 26 —	The tenant	:—				
Tenant's conduct on	(a)	(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? ☐ 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 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 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	Output 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.
	Exclı	ude this clause: ☐ Yes ☐ No
		s clause is not excluded, are there any modifications or
		ctions to the clause? Yes No
	If yes	s, outline the modification or restriction below:

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	Note:			se can be modified or restricted by marking the relevant re 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)	othe inclu	r premise	rator may enter the agreed premises and any is occupied by the tenant under this agreement, 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	ime in an emergency.
	(2)	The		rator may enter the agreed premises —
		(a)	where t	ng at least 24 hours' written notice to the tenant he park operator requires access to meet the erator's obligations under this Act or to inspect and maintenance to the site; or
		(b)	notice g	y and at a reasonable time specified in a written given to the tenant at least 7 and not more than in advance, for the purpose of inspecting the es or for any other purpose; or
		(c)	rent und	easonable time for the purpose of collecting the der this agreement, where under this agreement 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 asion of a rent collection referred to in ph (c), but not more frequently than once every s; or
		(e)	repairs any rea	purpose of carrying out or inspecting necessary to or maintenance of the agreed premises, at sonable time, after giving the tenant at least 's' notice; or
		(f)	occasio ends, at	easonable time and on a reasonable number of ns during the 21 days before this agreement fer giving the tenant reasonable notice, for the e of showing the agreed premises to prospective or
		(g)	at any r	easonable time and on a reasonable number of

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Division 4 General terms

	If thi restri	occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers. ude this clause: Yes No s clause is not excluded, are there any modifications or ictions 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 — (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 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 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 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
		(b) the following additional conditions apply:
	(5)	
	(5)	The park operator must not withhold consent unreasonably. At any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that

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	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? \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 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.				

Schedule 4 Fixed term site-only agreement

Division 4 General terms

	(4)		tenant is not required to nominate the park operator as elling agent in relation to the sale of the relocatable e.	
Clause 32 — Provision for	(1)		tenant may assign his or her interest under this ement or sub-let the agreed premises: Yes No	
assigning or	(2)	If ye	s —	
sub-letting the premises		(a)	the written consent of the park operator is required: \square Yes \square No	
		(b)	the following additional conditions apply:	
		•••••		
	(3)		e 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)	of ar the s	tenant is vicariously responsible for any act or omission other person who is lawfully on the agreed premises or hared premises, if the act or omission would have tituted a breach of this agreement if done or omitted by enant.	
agreement	(2)	the a	clause (1) does not extend to a person who is lawfully on greed premises or the shared premises but whose pority does not derive from the permission, express or ied, of the tenant.	
	Excl	ude th	is clause: ☐ Yes ☐ No	
			se is not excluded, are there any modifications or to the clause? \square Yes \square No	
	If yes, outline the modification or restriction below:			
		•••••		

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Fixed term site-only agreement Schedule 4 General terms 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 34 — Repositioning of relocatable	relo	e park operator reserves the right to reposition the tenant's ocatable home to a comparable site in the park if essary. \square Yes \square No				
home	exp	(2) If yes, the park operator must pay for all the tenant's expenses resulting from any repositioning of the relocatable home.				
Clause 35 —	The perio	d of notice for the termination of this agreement is:				
Notice of termination	Nata di	Marker of termination in vivos				
	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.				
	Note 2:					
		(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 				
		(c) 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.				

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Schedule 4 Fixed term site-only agreement

Division 5 Special terms

	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 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.	
	premises to the	Section 44 states that, if the tenant gives notice of termination, the pecify that the tenant intends to give vacant possession of the agreed ne operator at least 21 days after the day on which the notice is given and e end of the fixed term.	
Clause 36 — No unilateral variation of agreement		provided in clauses 13(1) and 15, neither the park or 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.	

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

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

prescribed under regulation 9(1)(b) and Schedule 7 of the regulations.

Schedule 4 Fixed term site-only agreement

Division 9 Acceptance

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 Signatory (print name)			
signature/s				
	Signature			
	Date Signed: □□/□□/□□□□			
	DD MM Y Y Y 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: $\square\square/\square\square\square\square\square$			
	DD MM Y Y Y Y			
	Tenant (2)			
	Signatory (print name)			
	Signature			
	Date Signed: \(\square\) \(\square\) \(\square\) \(\square\)			
	DD MM Y Y Y Y			
	Witness*			
	Signatory (print name)			
	Signature			
	Date Signed: DD/DD/DDDD			
	DD MM Y YYY Y * Please note the witness cannot be the park operator or tenant.			
Caslinases	Note 1: Section 18(1) of the Act states that the tenant is entitled to			
Cooling off period	rescind this agreement —			
portou	 (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.			

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Fixed term site-only agreement Schedule 4 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 5 — Condition report

[r. 8(1)]

1. On-site home

Lounge/ Dining										
	Condition at commencement					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		
Other										

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					Kitchen					
	(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		
Cupboards/ drawers										
Benchtops/ tiling			N/A					N/A		

					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										

					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	Bedroom	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										

				E	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										

				E	Bedroom	2				
	(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										

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				E	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										

				E	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		

				E	Bedroom	3				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Other										

				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										

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

					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										

Laundry										
	(Condition	at comm	encemen	t	Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Other										

	General									
	(Condition	at comm	encemen		Condition at termination				
	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										

2. Site

Site										
General										
	(Condition	at comm	encemen	t	Condition at termination				
	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		

Exclusive facilities										
	(Condition	at comm	encemen	t	Condition at termination				
(Specify facilities)	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	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:

(2) The park operator agrees to complete the	e work by:
Signatures	
At commencement	At termination
Park operator / managing real estate agent:	Park operator / managing real estate agen
Tenant 1:	Tenant 1:
Tenant 2:	Tenant 2:

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. Note:

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Schedule 6 — Information sheet (on-site home agreement)

[r. 9(1)(a)]

	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

		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?	
			•••••
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?	
			•••••
			•••••
	(3)	Are there any restrictions about the use of shared premises?	□ Yes □ No
	(4)	Are there mail facilities on the park?	□ Yes □ No

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Extract from www.slp.wa.gov.au, see that website for further information

cl. 5

Schedule 6 Information sheet (on-site home agreement)

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

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

Schedule 7 — Information sheet (site-only agreement)

[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

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		 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?	
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 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

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Information sheet (site-only agreement) Schedule 7

cl.	cl. 5				
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		

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

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.
- Fees for the cleaning of the gutters on the relocatable home in which 11. 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.

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Schedule 9 — Default notice

Division 1 — Termination for non-payment of rent

[r. 12]

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 /	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, 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

D D M M Y Y Y Y

Site location (e.g. site number or other description)

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Date rent was due:

Residential park and site details

Details of rent

arrears

Schedule 9 Default notice

Division 2 Termination for other breach of agreement

Key dates	When ren	t must be paid by:	
rey dates	Which fell	t must be para by.	D D MM Y Y Y Y
operato			ay the rent by the above date, the park al estate agent may give to the tenant a
	Note 2: Under the Residential Parks (Long-stay Tenants) Act 2006 section 39(4)(a), the above date must be at least 14 days afte the day on which this notice is given to the tenant.		pove date must be at least 14 days after
	Date of th	is notice:	
Daula an anatan /			
Park operator / managing real	Cionatura		
estate agent			
signature	Date sign		
	Date sign	cu.	
Division 2 —	Termina	ation for other l	breach of agreement
Purpose of this notice			te agent may issue this notice if a tenant greement (except a term for the payment
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		re this notice you should o	check whether you have in fact breached
	If you believe you have not breached the agreement, you should contact the park operator and attempt to resolve the matter.		
		this notice otherwise the	you must remedy that breach by the date park operator may give you a notice of
	If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.		
Park operator /	Name		
managing real			
estate agent details			
uetans	Suburb		State DDD Postcode DDDD
Tenant/s	Name		

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Default notice

Schedule 9

Termination for other breach of agreement

Division 2

details	Address		
			State DDD Postcode DDDD
Residential park and site details		and addresson (e.g. site number or oth	ner description)
Breach details	Date of br	each of agreement:	$\begin{array}{cccccccccccccccccccccccccccccccccccc$
		_	cription, specifying what breached. Attach additional
	Have tha he		
	now the bi	reach may be remedied:	
Key dates	When brea	ach must be remedied by:	
			D D M M Y Y Y Y
	Note 1:		dy the breach by the above date, the all estate agent may give to the n.
	Note 2:		s (Long-stay Tenants) Act 2006 te must be at least 14 days after the given to the tenant.
	Date of the	is notice:	

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Schedule 9 Default notice

Division 2 Termination for other breach of agreement

Park operator / managing real estate agent signature Signature Signature
--

Schedule 10 — Notice of termination

[r. 13]

Division 1 — Termination by park operator

Subdivision 1 — Termination for non-payment of rent (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.		
	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 breached 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		
Tenant/s details	Name		
	Suburb State DD Postcode DDD		
Residential park and site details	Park name and address		

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Schedule 10 Notice of termination

Division 1 Termination by park operator

Breach details	Date rent	was due:	
	Amount of	rent due:	
	(Attach ad	ditional pages if rent is o	wed for multiple periods.)
They dives a surface money.			
	Note 1:		nless a default notice has previously quiring payment by a date specified
	Vacant po	ssession required by:	
	Note 2:	The tenant will still be liable and fees after vacant posse	e for any outstanding rent, charges ession is given.
	Note 3:	section 39(4)(b), the above	s (Long-stay Tenants) Act 2006 date must be at least 7 days after ault notice as the day by which the d.
	Note 4:	Note 4: Under the Residential Parks (Long-stay Tenants) Act 2006 section 39(4)(c), if the park operator makes an application to the State Administrative Tribunal under section 66 of that Act in relation to this notice, the application may be heard and determined even if the rent is paid in full before the time set down for hearing the application.	
	Date of th	is notice:	00/00/0000 DD MM YYYY
Park operator /	Signature .		
managing real estate agent	Name (ple	ase print)	
signature	Date signe	ed:	
			D D M M Y Y Y Y

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Subdivision 2 — Termination for non-payment of rent

(no default notice issued)

	(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 / managing real	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
estate agent	of the completed notice before giving it to the tenant and make every effort to
Tourse agent	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
	546415 5446 - 10316046 - 11111
Tenant/s	Name
details	Address
	Suburb State DDD Postcode DDDD
Residential park and site details	Park name and address

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Schedule 10 Notice of termination

Division 1 Termination by park operator

Breach details	Date rent	was due:	
			D D WIWI I I I I
	Amount of	f rent due:	
	(Attach ad	ditional pages if rent is	owed for multiple periods.)
Key dates	Vacant po	essession required by:	
			D D MM Y Y Y Y
	Note 1:	The tenant will still be liab and fees after vacant poss	le for any outstanding rent, charges session is given.
	Note 2:		rks (Long-stay Tenants) Act 2006 e date must be at least 7 days after ce 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 this notice:		
			D D M M Y Y Y Y
Park operator /	Signature		
managing real			
estate agent	Date signs	• /	
signature	Date sign	cu.	D D MM Y Y Y Y
			B B MM 1 1 1 1
Subdivision 3	— Term	ination for other b	reach of agreement
Purpose of this notice	has breache of rent) AND	ed a term of a long-stay agre	agent may issue this notice if a tenant ement (except a term for the payment ng real estate agent has given a that breach.
	This notice of last day of -		on of the agreed premises before the
	the terr	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	ch extra pages if needed. All I/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.		

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Notice of termination
Termination by park operator

Division 1

Note to tenant	If you receive this notice you should check whether you have in fact breached 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	Name				
estate agent details					
	Suburb State DDD Postcode DDDD				
Tenant/s details	Name				
	Suburb State DDD Postcode DDDD				
Residential	Park name and address				
park and site details	Site location (e.g. site number or other description)				
Breach details	Date of breach of agreement: D D MM Y Y Y Y				
	Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)				

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Schedule 10 Notice of termination

Note to tenant

Division 1 Termination by park operator

Key dates	Date of default notice:			
			D D MM Y Y Y Y	
			nless a default notice has previously quiring payment by a date specified	
	Vacant pos	ssession required by:		
	Note 2:	The tenant will still be liable and fees after vacant posse	e for any outstanding rent, charges ession is given.	
	Note 3:		s (Long-stay Tenants) Act 2006 ate must be at least 7 days after the given to the tenant.	
	Date of thi	is notice:		
			D D MM Y Y Y Y	
Park operator /	Signature.			
managing real	Name (please print)			
	Name (plea	ase print)		
estate agent	Name (plea Date signe	• /		
		• /		
estate agent signature	Date signe	d:		
estate agent signature	Date signe	• /		
estate agent signature	Date signe vision 4 — A park operator has	Termination for state at entered into a contract for the		
estate agent signature Subdi	Date signe vision 4 — A park opera operator has required und	Termination for state at an entered into a contract for the er the contract to give vacant an require vacant possessio	DD MM Y Y Y Y sale of park gent may issue this notice if the park he sale of park premises and is	
estate agent signature Subdi	Date signe vision 4 — A park opera operator has required und This notice c last day of —	Termination for state at an entered into a contract for the er the contract to give vacant an require vacant possessio	DDMMYYYYY sale of park gent may issue this notice if the park ne sale of park premises and is t possession of the agreed premises.	
estate agent signature Subdi	Date signe vision 4 — A park opera operator has required und This notice c last day of — • the term • a perioc	Termination for saturation for saturation and the contract for the contract to give vacan an require vacant possession of a fixed term tenancy; or do f a periodic tenancy,	DD MM YYYY sale of park gent may issue this notice if the park he sale of park premises and is t possession of the agreed premises. In of the agreed premises before the	
estate agent signature Subdi	Date signe vision 4 — A park opera operator has required und This notice c last day of — • the term • a period as the case r	Termination for saturation for saturation and the contract for the contract to give vacan an require vacant possession of a fixed term tenancy; or do f a periodic tenancy,	DDMMYYYY sale of park gent may issue this notice if the park he sale of park premises and is t possession of the agreed premises. In of the agreed premises before the ontitled to compensation for loss	
estate agent signature Subdi	Date signe Vision 4 — A park opera operator has required und This notice c last day of — • the term • a period as the case r incurred as a	Termination for some tor / managing real estate age entered into a contract for the er the contract to give vacan an require vacant possession of a fixed term tenancy; or do f a periodic tenancy, may be. The tenant will be e	DD MM YYYY sale of park gent may issue this notice if the park he sale of park premises and is t possession of the agreed premises. In of the agreed premises before the he agreement. In extra pages if needed. All	

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If you have received this notice and you are entitled to compensation because

If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.

of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be

Notice of termination Schedule 10 Termination by park operator Division 1

Park operator / managing real estate agent details	Address	State $\Box\Box\Box$ Postcode $\Box\Box\Box\Box$	
Tenant/s details	Address	State □□□ Postcode □□□□	
Residential park and site details	Site location (e.g. site number	er or other description)	
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 (Long-stay Tenants) Act 2006</i> s. 41.		
Key dates	Vacant possession required Note: Under the Resident section 41(3), the attention (a) for an onthe day of (b) for a site-		
Park operator / managing real estate agent signature	C		

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Schedule 10 Notice of termination

Division 1 Termination by park operator

Subdivision 5 — Termination without grounds

Dunnaga of this	A park operator / managing real estate agent may issue this notice if the park				
Purpose of this notice	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 /	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 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 /	Name				
managing real	Address				
estate agent details					
uctans	Suburb State □□□ Postcode □□□□				
Tenant/s	Name				
details	Address				
	Suburb State DDD Postcode DDD				
Residential	Park name and address				
park and site details					
details	Site location (e.g. site number or other description)				
Intention to terminate	The park operator intends to terminate the long-stay agreement with the tenant under the <i>Residential Parks (Long-stay Tenants)</i>				
agreement	Act 2006 s. 42.				
Key dates	Vacant possession required by:				
120j unico	D D MM 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				
	(b) for a site-only agreement — at least 180 days after the day on which the notice is given; and				

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Notice of termination Schedule 10 Termination by tenant Division 2

	(c)	in any case, if the agreement is for a fixed term, not before the end of the fixed term.			
	section	ne Residential Parks (Long-stay Tenants) Act 2006 42(5), unless the State Administrative Tribunal otherwise under 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				
		D D MM Y Y Y Y			
Park operator / managing real	Signature				
estate agent					
signature	Date signed:				
		D D MM Y Y Y Y			
Div	Division 2 — Termination by tenant				
Purpose of this notice	A tenant may issue this notice if the tenant wishes to terminate an agreement without grounds.				
		y that the tenant will give vacant possession of the re the last day of a period of a periodic tenancy.			
		ecify that the tenant will give vacant possession of the re the last day of the term of a fixed term tenancy.			
Note to tenant		OCK letters. Attach extra pages if needed. All lould be in DD/MM/YYYY.			
	of the completed notic	onsumer Protection recommends that you make a copy be before giving it to the tenant and make every effort to becurely delivered and received by the tenant.			
	If you need help pleas Consumer Protection	e contact a community legal centre or the Department of on 1300 30 40 54.			
Tenant/s	Name				
details					
	Suburb	State $\Box\Box\Box$ Postcode $\Box\Box\Box\Box$			
Park operator /	Name				
managing real	- 1000000				
estate agent	Auu1088				
details					
	Suburb	State $\Box\Box\Box$ Postcode $\Box\Box\Box\Box$			

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Park name and address

Residential

Schedule 10 Notice of termination

Division 3 Termination by park operator or tenant — agreement

frustrated

park and site details	Site location (e.g. site n	umber or other description)		
Intention to terminate agreement	The tenant intends to terminate the long-stay agreement with the park operator under the <i>Residential Parks (Long-stay Tenants)</i> Act 2006 section 44.			
Key dates	section 44(3), (a) at le give (b) if the	ired by: D D M M Y Y Y Y sidential Parks (Long-stay Tenants) Act 2006 the above date must be — ast 21 days after the day on which this notice is n to the park operator; and long-stay agreement is for a fixed term — not re the end of the fixed term.		
	Date of this notice:	00/00/0000 D D MM Y Y Y Y		
Tenant signature				

Division 3 — Termination by park operator or tenant agreement frustrated

Purpose of this notice	A park operator / managing real estate agent OR a tenant may issue this notice if agreed premises or shared premises meet the description set out in the item "Reason for notice" below.
	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, and the rent will be abated appropriately.
Note to person issuing notice	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 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 Consumer Protection on 1300 30 40 54.
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.

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Extract from www.slp.wa.gov.au, see that website for further information

Residential Parks (Long-stay Tenants) Regulations 2007

Notice of termination

Schedule 10

Termination by park operator or tenant — agreement frustrated Division 3

	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 — Decome 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			
	N.			
Person	Name			
receiving notice	Address			
notice				
	Suburb State $\Box\Box\Box$ Postcode $\Box\Box\Box\Box$			
Residential park and site	Park name and address			
details	Site location (e.g. site number or other description)			
Key dates	Vacant possession required by: □□/□□/□□□□			
Troj unicos	D D MM 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 MM Y Y Y Y			
Signature of	Signature			
person issuing	Name (please print)			
notice	Transfer (p. 1940)			

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Extract from www.slp.wa.gov.au, see that website for further information

Schedule 10 Notice of termination Division 3 Termination by park operator or tenant — agreement frustrated Date signed: Date signed: Date Notice of termination Termination Date signed: Date signed:

Residential Parks (Long-stay Tenants) Regulations 2007

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
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 section 48(2), the park operator need not store but may remove and destroy or otherwise dispose of abandoned goods if —

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Extract from www.slp.wa.gov.au, see that website for further information

		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 must be	Goods requi	red to b	e reclaimed by: \(\Bigcup \Bi	
reclaimed by			D D MM Y Y Y Y	
rectainled by	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 a	are not i	reclaimed by the date specified above —	
not reclaimed	(a) under the <i>Residential Parks (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			
	(b) under the Residential Parks (Long-stay Tenants) Act 2006 section 52, the park operator is entitled retain out of the proceeds of the sale an amount to the sum 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.	
	ir s g	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.		
Dark anarator /	Signature	·		
Park operator / managing real				
estate agent	Date signed:			
signature	Date signed.			

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Notes

This is a compilation of the *Residential Parks (Long-stay Tenants)**Regulations 2007 ^{1a}. The following table contains information about those regulations.

Compilation table

Citation	Gazettal	Commencement
Residential Parks (Long-stay Tenants) Regulations 2007	1 Aug 2007 p. 3837-985	r. 1 and 2: 1 Aug 2007 (see r. 2(a));
		Regulations other than r. 1 and 2: 3 Aug 2007 (see r. 2(b) and Gazette 1 Aug 2007 p. 3835)

On the date as at which this compilation was prepared, provisions referred to in the following table had not come into operation and were therefore not included in this compilation. For the text of the provisions see the endnotes referred to in the table.

Provisions that have not come into operation

Citation	Gazettal	Commencement
Residential Parks (Long-stay Tenants) Amendment Regulations 2011 r. 3-13 ²	5 Jul 2011	31 Jul 2011 (see r. 2(b))

On the date as at which this compilation was prepared, the *Residential Parks* (*Long-stay Tenants*) *Amendment Regulations 2011* r. 3-13 had not come into operation. They read as follows:

3. Regulations amended

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

4. Regulation 21 amended

In regulation 21(3) delete "resident" and insert:

tenant

5. Schedule 1 amended

(1) This regulation amends the periodic on-site home agreement form set out in Schedule 1.

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(2)	In Division 1 opposite the heading "Notes to tenants" delete the
	2 bullet points and insert:

- call the Consumer Protection Contact Centre: 1300 30 40 54
- visit the Department of Commerce's website: www.commerce.wa.gov.au

Delete Division 1 clause 4 and insert:

Clause 4 — Residential	(1)	Park name and address
park and site details	(2)	Site location (e.g. site number or other description)
	(3)	Area of site (e.g. Zm2 or X metres by Y metres)
Clause 4A — Number of	(1)	Maximum number of persons who may use the on-site home as their principal place of residence
residents allowed	(2)	Maximum number of additional persons who may reside on a temporary basis in the on-site home
	(3)	Total number of persons who may reside in the on-site home at any one time (add the number of persons allowed under subclauses (1) and (2))

- Delete Division 2 clause 6(2) and insert: (4)
 - An additional charge may apply (see clauses 4A and 14) if additional persons are residing on a temporary basis in the on-site home.
- In Division 2 clause 14: (5)
 - in subclause (1) delete "permanent residents specified in clause 4:" and insert:

persons who may use the on-site home as their principal place of residence, specified in clause 4A(1):

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	(b) delete subclause (2) and insert:
	(2) Clause 1 of the information sheet set out in Division 8 gives information about who will be considered to be an additional person residing on the agreed premises.
	State any other provision applicable in relation to working out who will be considered to be an additional person residing on the agreed premises under this agreement.
	Division 4 clause 35 delete "Except as provided in clauses 33(1) and 36, neither" and insert:
N	either
6. Se	chedule 2 amended
	his regulation amends the fixed term on-site home agreement orm set out in Schedule 2.
	Division 1 opposite the heading "Notes to tenants" delete the bullet points and insert:
	• call the Consumer Protection Contact Centre: 1300 30 40 54
	visit the Department of Commerce's website: www.commerce.wa.gov.au
(3) D	elete Division 1 clause 4 and insert:
Clause 4 — Residential	(1) Park name and address
park and sit details	(2) Site location (e.g. site number or other description)

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(3) Area of site (e.g. Zm2 or X metres by Y metres)

- (4) Delete Division 2 clause 6(2) and insert:
 - (2) An additional charge may apply (see clauses 4A and 14) if additional persons are residing on a temporary basis in the on-site home.
- (5) In Division 2 clause 14:
 - (a) in subclause (1) delete "permanent residents specified in clause 6:" and insert:

persons who may use the on-site home as their principal place of residence, specified in clause 4A(1):

- (b) delete subclause (2) and insert:
 - (2) Clause 1 of the information sheet set out in Division 8 gives information about who will be considered to be an additional person residing on the agreed premises.

State any other provision applicable in relation to working out who will be considered to be an additional person residing on the agreed premises under this agreement.

(6) In Division 4 clause 35 delete "Except as provided in clauses 7(1) and 10, neither" and insert:

Neither

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7. Schedule 3 amended

- This regulation amends the periodic site-only agreement form set (1) out in Schedule 3.
- In Division 1 opposite the heading "Notes to tenants" delete the (2) 2 bullet points and insert:
 - call the Consumer Protection Contact Centre: 1300 30 40 54
 - visit the Department of Commerce's website: www.commerce.wa.gov.au
- Delete Division 1 clause 4 and insert:

Clause 4 — Residential park and site	(1)	Park name and address
details	(2)	Site location (e.g. site number or other description)
	(2)	A C.'. (72 - V 1. V 1.)
	(3)	Area of site (e.g. Zm ² or X metres by Y metres)
Clause 4A — Number of	(1)	Maximum number of persons who may use a relocatable home on the site as their principal place of residence
residents allowed	(2)	Maximum number of additional persons who may reside on a temporary basis in a relocatable home on the site
	(3)	Total number of persons who may reside in a relocatable home on the site at any one time (add the number of persons allowed under subclauses (1) and (2))

- (4) Delete Division 2 clause 6(2) and insert:
 - An additional charge may apply (see clauses 4A and 14) if additional persons are residing on a temporary basis in a relocatable home on the site.
- After Division 2 clause 11(1) delete Note 1 and insert:

Schedule 1 clause 4 to the Act provides that a review of rent at Note 1: intervals of less than 12 months is of no effect.

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- (6) In Division 2 clause 14:
 - (a) in subclause (1) delete "permanent residents specified in clause 6:" and insert:

persons who may use a relocatable home on the site as their principal place of residence, specified in clause 4A(1):

- (b) delete subclause (2) and insert:
 - (2) Clause 1 of the information sheet set out in Division 8 gives information about who will be considered to be an additional person residing on the agreed premises.

State any other provision applicable in relation to working out who will be considered to be an additional person residing on the agreed premises under this agreement.

(7) In Division 4 clause 36 delete "Except as provided in clauses 34(1) and 36, neither" and insert:

Neither

8. Schedule 4 amended

- (1) This regulation amends the fixed term site-only agreement form set out in Schedule 4.
- (2) In Division 1 opposite the heading "Notes to tenants" delete the 2 bullet points and insert:
 - call the Consumer Protection Contact Centre: 1300 30 40 54
 - visit the Department of Commerce's website: www.commerce.wa.gov.au
- (3) Delete Division 1 clause 4 and insert:

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Clause 4 — Residential	(1)	Park name and address
park and site details	(2)	Site location (e.g. site number or other description)
	(3)	Area of site (e.g. Zm ² or X metres by Y metres)
Clause 4A — Number of	(1)	Maximum number of persons who may use a relocatable home on the site as their principal place of residence
residents allowed	(2)	Maximum number of additional persons who may reside on a temporary basis in a relocatable home on the site
	(3)	Total number of persons who may reside in a relocatable home on the site at any one time (add the number of persons allowed under subclauses (1) and (2))
(4) Delete	Divis	ion 2 clause 6 and insert:
Clause 6 —	(1)	Rent: $\$$ per \square week / \square fortnight / \square month
Rent		(Please tick applicable period)
	(2)	An additional charge may apply (see clauses 4A and 14) if additional persons are residing on a temporary basis in a
		relocatable home on the site.
	Note:	relocatable home on the site. Division 3 specifies what fees or charges for services and utilities are included in the rent, if any.
(5) In Divi	ision 2	Division 3 specifies what fees or charges for services and utilities are included in the rent, if any. 2 clause 14: ubclause (1) delete "permanent residents specified in
	ision 2	Division 3 specifies what fees or charges for services and utilities are included in the rent, if any.
	ision 2	Division 3 specifies what fees or charges for services and utilities are included in the rent, if any. 2 clause 14: ubclause (1) delete "permanent residents specified in

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		(2)	Clause 1 of the information sheet set out information about who will be considere person residing on the agreed premises.	
			State any other provision applicable in re out who will be considered to be an addi residing on the agreed premises under th	tional person
	(6)		4 clause 36 delete "Except as provided in er" and insert:	n clauses 13(1)
		Neither		
9.		Schedule 6	amended	
		Delete Sche	dule 6 clause 1 and insert:	
1.		Additional agreed pren	persons residing on a temporary bas nises	sis on the
	(1)		required to pay charges for iding on a temporary basis on the nises?	□ Yes □ No
	(2)	additional premises ur residing on particular ti number of p	e not required to pay charges for persons residing on the agreed aless the number of persons the agreed premises at a me exceeds the maximum persons who may use the agreed their principal place of residence greement.	
	(3)	If charges a specify —	re payable under subclause (1)	
		be re	a person is to be considered to siding on the agreed premises for urposes of the agreement;	
			ime of the year when the charges not be payable;	
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	(c)	whether charges for additional residents are payable only after a certain period of time.	
	If ye	s, specify the period:	
	(d)	whether charges for additional residents are payable if the agreed premises have their own bathroom and toilet?	□ Yes □ No
10.	Sche	dule 7 amended	
	Dele	te Schedule 7 clause 1 and insert:	
1.		itional persons residing on a temporary bas ed premises	is on the
(1)	perso	tenants required to pay charges for ons residing on a temporary basis on the ed premises?	□ Yes □ No
(2)	addit prem resid partio numl prem	ants are not required to pay charges for tional persons residing on the agreed tises unless the number of persons ing on the agreed premises at a cular time exceeds the maximum ber of persons who may use the agreed tises as their principal place of residence or the agreement.	
(3)		arges are payable under subclause (1) ify —	
	(a)	when a person is to be considered to be residing on the agreed premises for the purposes of the agreement;	
	(b)	any time of the year when the charges will not be payable;	

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	(c)	whether charges for additional residents are payable only after a certain period of time.	
	If yes	If yes, specify the period:	
	(d)	whether charges for additional residents are payable if the agreed premises have their own bathroom and toilet?	
11.	Sche	dule 8 amended	
	Delet	e Schedule 8 item 1 and insert:	
1.	premata premay u	ges for persons residing on a temporary basis on the agreed ises, if the number of persons residing on the agreed premises articular time exceeds the maximum number of persons who use the agreed premises as their principal place of residence the agreement.	
12.	Schee	dule 9 amended	
(1)		This regulation amends the default notice form set out in Schedule 9.	
(2)	In Di	vision 1:	
	(a)	opposite the heading "Note to park operator / managing real estate agent" delete "Consumer Protection" and insert:	
		Commerce	
	(b)	opposite the heading "Note to tenant" delete "Consumer Protection" and insert:	
		Commerce	
(3)	In Di	In Division 2:	
ζ- /	(a)		

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Commerce

(b) opposite the heading "Note to tenant" delete "Consumer Protection" and insert:

Commerce

13. Schedule 10 amended

- (1) This regulation amends the notice of termination form set out in Schedule 10.
- (2) In Division 1 Subdivision 1:
 - (a) opposite the heading "Note to park operator / managing real estate agent" delete "Consumer Protection" and insert:

Commerce

(b) opposite the heading "Note to tenant" delete "Consumer Protection" and insert:

Commerce

(c) opposite the heading "**Key dates**" delete Note 1 and insert:

Note 1:

This notice of termination may be issued if a default notice has previously been given to the tenant requiring payment of outstanding rent, and the rent is not paid in full on or before the date specified in the default notice.

- (3) In Division 1 Subdivision 2:
 - (a) opposite the heading "Note to park operator / managing real estate agent" delete "Consumer Protection" and insert:

Commerce

(b) opposite the heading "Note to tenant" delete "Consumer Protection" and insert:

Commerce

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(4) In Division 1 Subdivision 3:

(a) opposite the heading "Note to park operator / managing real estate agent" delete "Consumer Protection" and insert:

Commerce

(b) opposite the heading "Note to tenant" delete "Consumer Protection" and insert:

Commerce

(c) opposite the heading "**Key dates**" delete Note 1 and insert:

Note 1:

This notice of termination may be issued if a default notice has previously been given to the tenant stating the nature of the breach, and the breach has not been remedied on or before the date specified in the default notice.

- (5) In Division 1 Subdivision 4:
 - (a) opposite the heading "Note to park operator / managing real estate agent" delete "Consumer Protection" and insert:

Commerce

(b) opposite the heading "Note to tenant" delete "Consumer Protection" and insert:

Commerce

- (6) In Division 1 Subdivision 5:
 - (a) opposite the heading "Note to park operator / managing real estate agent" delete "Consumer Protection" and insert:

Commerce

(b) opposite the heading "Note to tenant" delete "Consumer Protection" and insert:

Commerce

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In Division 2 opposite the heading "Note to tenant" delete (7) "Consumer Protection" (each occurrence) and insert:

Commerce

- In Division 3: (8)
 - opposite the heading "Note to person issuing notice" delete "Consumer Protection" (each occurrence) and insert:

commerce

(b) opposite the heading "Note to tenant" delete "Consumer Protection" and insert:

Commerce

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