



MACQUARIE HEADS CAMP GROUND TEMPORARY PERMIT

FOR INFORMATION PURPOSES ONLY

THIS AGREEMENT is made on the.....day of2018

Between

the **WEST COAST COUNCIL** ("Permit Issuer")

and

..... ("**the Permit holder**")

This Permit relates to Site No:

INTERPRETATION

Definitions

1. In this Permit unless the contrary intention appears:

"General Manager" means the General Manager of the West Coast Council;

"Insurance" means any insurance required to be taken out in accordance with this Permit;

"Permit" means the Permit created pursuant to the terms and conditions of this Permit agreement and all schedules hereto;

Permit holder" will where the context so admits include employees, authorised sub-contractors and agents of the Permit Holder;

"Permit Issuer" means the West Coast Council;

"MHCG" means the Macquarie Heads Camping Ground;

"Permitted Use" means the entry on the Site for the purpose of placing one caravan and one annex as stipulated in this agreement;

"premium" means a premium payable under Section 30 of the Motor Accidents (Liabilities and Compensation) Act 1973;

FOR INFORMATION PURPOSES ONLY

“**principal residence**” means the premises where the Permit Holder primarily resides.

“**registration**” means a vehicle must be registered as required by Section 27 of the *Vehicle and Traffic Act* 1999.

“**Site**” means the land described in Schedule 1 of this Agreement;

2. GRANT OF PERMIT & RIGHT TO OCCUPY:

2.1 The Permit Issuer has the right to enter into this agreement with the Permit holder and has agreed to allow the Permit holder to occupy the Site as follows: -

(a) Licence Period:

The Permit Issuer grants to the Permit holder a Permit from the 1st day of July 2018 to the 30th day of June 2022 to use the site for the Permitted Use only.

(b) Licence Fee:

In consideration of the grant of the Permit the Permit holder shall pay to the Permit Issuer a fee of \$1300.00 plus GST per annum (“the Permit Fee”) and payable within 30 days of the issue date of the annual fee invoice.

(c) The Site:

The Site allocated to the Permit holder pursuant to this Permit shall be a maximum size of thirteen (13) metres x twelve (12) metres. All activities, structures, etc., of the Permit holder must be contained within the Site.

(d) Permitted Use:

This Permit authorises occupation of the Site for the purpose of the Permitted Use only.

2.2 The Permit Issuer will not unreasonably interfere with or disturb the Permit holder’s use of the Site;

2.3 Approval to place a caravan and annex does not suggest or infer transfer of ownership of the Site and shall not be grounds for a claim for compensation in the event of the cancellation of the Permit.

3. CONDITIONS OF LICENCE:

The Permit is granted subject to the following conditions (which conditions are agreed upon between the Permit Issuer and Permit holder):

The Permit Holder shall:

- (1)** not occupy the Site as the Permit holder’s principal residence.
- (2)** ensure that any motor vehicle brought onto the MHCG has current registration and that there is a current premium for the use of that vehicle;
- (3)** ensure that any caravan brought onto the MHCG is always in a registrable, reasonable, intact and movable condition;

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- (4)** ensure that gas systems (where fitted) have a current compliance certificate;
- (5)** ensure that any animal brought into the MHCG is under the effective control of the Permit holder;
- (6)** not bring on to the Site more than one chemical toilet and must dispose of all grey water at the designated grey water disposal area at the MHCG;
- (7)** pay the Permit Fee in full by the due date of invoice;
- (8)** comply with the terms and conditions of this Permit;
- (9)** duly and punctually comply with the requirements of all notices received from the Permit Issuer or its duly authorised officers/agents;
- (10)** duly and punctually comply with the requirements of all notices received from any Health, Police, Municipal, Fire or other authority with respect of the Site and conduct of the Permitted Use;
- (11)** comply with the provisions of all laws, by-laws, regulations and other requirements of any Federal, State or local authority which may in any way affect the Site and the Permitted Use.
- (12)** use the Site solely for the purpose of the Permitted Use;
- (13)** permit the Permit Issuer or its officers/agents with or without workmen or others at all reasonable times to view the condition and state of repair of the Site, caravan and annex and upon notice being given by the Permit Issuer to repair or otherwise make good all defects and all want of repair which are the responsibility of the Permit holder PROVIDED THAT should the Permit holder fail to repair in accordance with any notice then the Permit Issuer may immediately terminate this Permit;
- (14)** immediately vacate the Site if requested to do so by the Permit Issuer, or its officers/agents, as a result of any emergency;
- (15)** not do or permit to be done in relation to the Site or the Permitted Use anything which in the opinion of the Permit Issuer may be or become a nuisance or annoyance to other Permit holders and their operations or any person using or enjoying the Site or any area surrounding the Site. Without limiting this provision, the Permit Holder must not create or allow any noise such that it disturbs others using the MHCG. For example, no music is to be played or other noisy activities are to take place after 10.00 pm (except on New Year's Eve), in particular no generators or motor bikes are to be run after 10.00 pm;
- (16)** not permit any activity which may in any way damage or destroy or cause disturbance to any areas surrounding the Site or impede public use of any areas surrounding the Site;
- (17)** keep the Site free of noxious weeds and fire hazards. However, permission from the Permit Issuer must be obtained before conducting any clearing on or around the site;
- (18)** not construct any tracks on the MHCG or the land surrounding it;
- (19)** not conduct on the Site any activity not authorised under this Permit without obtaining the written consent of the Permit Issuer;

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- (20) not erect or permit to be erected any permanent or temporary fixtures of whatsoever nature on the Site, other than that permitted as detailed in this Permit;
- (21) not allow any rubbish or other materials to be placed, thrown or dropped on the Site or surrounding areas or to be left on the Site or surrounding areas, and as soon as practicable to remove all rubbish and materials after being notified of their existence;
- (22) not keep any explosive or combustible substances in or about the Site, without the prior written consent of the Permit Issuer;
- (23) not do or permit anything to be done which may prejudice the policies of insurance held by the Permit Issuer in respect of the Site;
- (24) upon the termination of the Permit the Permit holder must remove all the Permit holder's property from the Site and make good any damage to the Site which it has caused or permitted. Should the Permit holder not remove said property within a reasonable period of time, the Permit holder authorises the Permit Issuer, their officers/agent's/contractors to enter the site and effect the removal at the Permit holder's expense;
- (25) Not remove, damage or destroy or permit the removal, damage or destruction of vegetation on the site or surrounding area, or undertake earthworks without prior written approval from the Permit Issuer or its officer/agents as a result of any emergency;
- (26) Supply to the Permit Issuer and keep up to date, Permit holders full name, residential and postal address and telephone number(s) (if appropriate both land line and mobile numbers);
- (27) Ensure that the caravan, including the annex and cover, that is placed on the Site, comply with the requirements contained in Schedule 1 & 2 of this Permit.

4. TRANSFER OF PERMIT

- 4.1 The Permit for the Site is NOT transferable.
- 4.2 The Permit for the Site is revoked by any attempt by the Permit Holder to transfer the Permit.
- 4.3 If the Permit is revoked by the operation of clause 4.2 the Permit Holder shall immediately vacate the Site and remove the caravan, annex and any other property placed on the Site.

5. TERMINATION

- 5.1 This Permit may be terminated at any time by the Permit Issuer where the Permit Holder is in breach of the terms of this Permit and has failed to rectify the breach after receiving at least **seven days'** notice from the Permit Issuer to do so.

7. INDEMNITY

- 7.1 The Permit Holder shall keep the Permit Issuer indemnified in respect of any liability for death or injury to any person or loss of or damage to the Site or property howsoever arising out of or in connection with the Permit Holder's use of the Site and the Permit holder's rights and entitlements arising by virtue of this Permit.

FOR INFORMATION PURPOSES ONLY

- 7.2** By signing this agreement the Permit holder acknowledges the MHCG has natural surrounding bush and a pine plantation in close proximity to the site. Therefore, the Permit Issuer will not indemnify the Permit holder against any loss either personal or to infrastructure situated on the Permitted Site.
- 7.3** The indemnities herein contained are continuing obligations of the Permit holder separate and independent from any other obligations of the Permit Holder and shall survive the termination of this Permit.

8. WAIVER OF RIGHTS OF RECOVERY FROM THE PERMIT ISSUER

The Permit Holder waives all rights to recover from the Permit Issuer damages for any liability to the Permit Holder for personal injury to or death of the Permit Holder or for damage to any of the Permit Holder's property howsoever arising from or in connection with the Permit Holder's use of the Site and the Permit Holder's rights and entitlements arising by virtue of this Permit provided however that this waiver shall not operate to release the Permit Issuer from any liability from or attributable to any negligent or wrongful act or omission on the part of the Permit Issuer.

9. NOTICES

- 9.1** Any notice demand consent in writing or other communication to be given or made under or pursuant to this Permit shall be deemed to have been duly given or made when hand delivered in writing or sent prepaid certified or registered post or by email to the party to which such notice or demand or consent is required or permitted to be given or made under this Permit at the following address or such other addresses as are notified to each other party from time to time:

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THE PERMIT ISSUER: West Coast Council
PO Box 63
QUEENSTOWN TAS 7467
Ph: 6471 4700
Fax: 6471 4720

THE PERMIT HOLDER..... (name)

..... (address)

..... (telephone/mobile)

..... (email)

9.2 Any notice demand consent in writing or other communication shall be deemed to have been duly served:

- (i) in the case of hand delivery when delivered;
- (ii) if sent by prepaid post certified or registered post on the third Business Day after the date of posting;
- (iii) if sent by facsimile transmission (provided that the sending facsimile machine produces a printout of the time date and uninterrupted transmission record of the sending of the notice) upon completion of sending if such completion is within ordinary business hours in the place where the recipient's facsimile machine is located but if not then at 9.00 am on the next following Business Day in such place.

9.3 Any notice demand consent in writing or other communication requiring to be given or made pursuant to this permit shall be sufficient if: -

- (i) in the case of the Permit Issuer under the hand of the Permit Issuer or his authorised Officers/agents or solicitors;
- (ii) in the case of the Permit holder under the hand of the Permit holder or its agents or solicitors;

A printed or copied signature shall be sufficient for the purposes of sending any notice, demand, consent in writing or other communication by facsimile transmission.

FOR INFORMATION PURPOSES ONLY

10. EXERCISE OF POWERS

The Permit Issuer may exercise any or all of its powers, authorities' discretions hereunder through its officers or such other person or persons or corporations as it may appoint in writing for that purpose.

11. VARIATION

This Permit may only be varied with the written consent of both parties.

EXECUTED by the parties on the date previously stated

SIGNED FOR AND ON BEHALF OF THE WEST COAST COUNCIL

.....
GENERAL MANAGER

SIGNED FOR AND ON BEHALF OF:

.....
PERMIT HOLDER NAME

.....
PERMIT HOLDER SIGNATURE

SCHEDULE 1 – Site Allocation

All that area of Site comprising of Site number _____

SCHEDULE 2 -

Specifications for Caravans including Annexes and Covers

1. Shape of the Caravan

The caravan must not be modified from its manufactured shape and dimensions.

2. Annexes (original and original equipment replacement)

- (i) An original annex or a free-standing, temporary solid walled annex is permitted. The annex must be a self-supporting structure and footings or any type of fixing which requires excavation IS NOT PERMITTED. Proof of that fact must be produced to the Permit Issuer upon request.
- (ii) Annexes must be no longer than the caravan, must not exceed 3.6m in width from the caravan and be attached to the caravan by temporary means only. Eaves overhanging the annex (including any flashings/guttering) must not exceed 400mm outside the annex (with exception of the height approved entrance cover as per the below diagram);
- (iii) Any flooring must be temporary and must not include any fixed footings or fixed supporting posts. For example, concrete slabs or footings are not permitted

3. Covers over Caravan

If an additional cover is fitted to the caravan it must;

- (i) not be fixed to the ground e.g. posts are NOT permitted;
- (ii) be temporarily supported solely by the caravan;
- (iii) not extend more than 50mm past the width OR length of the caravan;
- (iv) be removable should the caravan need to be towed away;

FOR INFORMATION PURPOSES ONLY

4. Site (General)

- (i) The Permit Holder is not permitted to use any area outside their specific site.
- (ii) The Site is not to be fenced.
- (iii) No decking or flooring is to be placed on the Site outside any annex to a caravan (except under the approved entrance cover).
- (iv) One approved water tank is permitted.
- (v) A chemical toilet may be located on the Site.
- (vi) No tents, shade cloth, shade sails or similar devices may be left erected on the Site when the Site is unoccupied.

5. Storage sheds

A small free standing storage shed that has been manufactured for and sold by a retail outlet that requires no concrete footings and is of a maximum size of 3.6m² (no higher than 2.1m) will be permitted on each site for the storage of equipment. Homemade storage sheds are not permitted.

