



HOLIDAY PARK MANAGEMENT CONTRACT

Belmont Pines Lakeside Holiday Park



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www.lakemacholidayparks.com.au

Advertisement

Holiday Park Management Contract Belmont Pines Lakeside Holiday Park

Applications are invited from enthusiastic and motivated people interested in managing Belmont Pines Lakeside Holiday Park, one of Lake Macquarie City Council's four Holiday Parks.

Belmont Pines Lakeside Holiday Park is a 120 site park located on the shores of Lake Macquarie. The park comprises a range of tourist facilities and accommodation including villas, cabins, caravan and camping sites. There are also 26 leased residential and holiday van sites in the park.

The successful management team will be required to undertake all activities at the park including office reception and site bookings, amenities and on-site accommodation cleaning, ground maintenance, asset maintenance, pool maintenance, holiday activities and marketing.

The successful applicants must have a minimum of two to four years of experience managing a similar sized holiday park, with skills to operate a customer focused, economically and environmentally sustainable holiday park.

The contract is for a three year period commencing on 1 September 2017.

An attractive remuneration package is available which contains a base payment plus incentive payments based on the level of annual income derived from the park. Onsite accommodation for park managers is provided by Council as part of the contract.

The current managers will not be applying for the new contract.

Interviews will be held in the first half of July 2017.

How to apply

An information package, including how to apply is available on our website: www.lakemac.com.au under the **Public Notices & Exhibitions section – Holiday Park Management Contract – Belmont Pines Lakeside Holiday Park**.

Applications must be submitted as per the guidelines specified in the information package or they will not be considered.

Enquiries

Contact Geoff Darby on 02 4921 0224 or Keeley Tabner on 02 4921 0346.

Closing date

5.00pm Monday 26 June 2017

How to apply

Please read the following carefully as it is designed to assist you to understand the selection process.

What to include in your application?

- A covering letter addressed to the Manager Property and Business Development, Lake Macquarie City Council.
- A clear and brief Curriculum Vitae for each applicant.
- A separate document addressing your qualifications and experience against each of the essential, highly desirable and desirable criteria. This is clearly stated in the Selection Criteria Description.
- When addressing the **selection criteria** it is not sufficient to state that you meet the criteria. **You must** demonstrate that you meet each **selection criteria** by using relevant examples to substantiate your claim. This means clear statements that describe how you consider yourself suitable against each selection criteria. As an applicant, it is your responsibility to demonstrate how you meet the selection criteria. If your application does not address or meet the selection criteria your application may not be considered.

How to apply

Applications must be submitted via email to: **ktabner@lakemac.nsw.gov.au**.

All applications **must** be received by the closing date, 5pm Monday 26 June 2017.

The Recruitment and Selection Process

You will be contacted, within 28 days from the closing date of the advertisement, by email or telephone if you are to receive an interview.

A pre-employment medical examination may be required by the successful applicant/applicants before commencement of the management contract.

Enquiries

Please direct enquiries to Geoff Darby on (02) 4921 0224 or Keeley Tabner on (02) 4921 0346.

Selection criteria

Management Contract Belmont Pines Lakeside Holiday Park

Position Title:	Management Contract – Belmont Pines Lakeside Holiday Park
Occupant:	
Reports to:	Holiday Parks Coordinator
Division:	City Strategy
Department:	Property & Business Development
Section:	N/A
Effective Date:	1 September 2017

1 Organisational and Purpose Context

The Property & Business Development Department is a Category 1 Business Unit of Council, dedicated to the management of Council's operational real estate assets, to maximise recurring income to Council. Included in the Department's functions is the responsibility for the operation of Council's four holiday parks.

The Contract Managers for Belmont Pines Lakeside Holiday Park report to the Holiday Parks Co-ordinator, Property & Business Development, and are responsible for ensuring that the Park offers the highest standard of tourist facilities and operate in such a manner as to maximise returns and achieve pre-determined occupancy targets.

2 Key Selection Criteria

Essential

- Minimum two to four years of experience managing a small to medium sized caravan/holiday park
- Good oral and written communication and inter personal skills with a demonstrated ability to communicate clearly with people.
- Demonstrated ability to provide excellent customer service
- Knowledge of statutory provisions as they apply to holiday/caravan park operations.
- Experience in use of a Booking/Reservation Management System including online

bookings

- Experience in the use of Microsoft Office suite of applications
- Demonstrated ability to co-ordinate people, resources and activities.
- Knowledge of Work Health and Safety legislation, regulations, and responsibilities.
- Current NSW Driver's License.

Highly Desirable

- Experience in budget development and control
- Demonstrated successful negotiation and problem solving skills
- Experience in use of a Compliance/Asset Management System
- General knowledge of tourism marketing and promotion procedures.

3 Duties

- As set out in the Management Contract

4 Personal Characteristics

- Honest and trustworthy
- Conscientious and hard working
- Results and Service orientated
- Practical
- Positive attitude
- Respectful to others
- Loyal to staff and the Council
- Willing to embrace change

Park overview

Belmont Pines Lakeside Holiday Park



Location

24 Paley Crescent
Belmont South NSW
2280



Land description

Belmont Pines is situated on a unique portion of Crown land known as Cane Point. The Crown reserve on which the park is situated was dedicated for Public Recreation in 1895

The site is approximately 3.2 hectares

Tourist Rating

AAA Tourism 3.5 star

Management

Contract Managers operate the park under the administration of Council (Property Services) 3 year contract

Land Zoning

Zone 6(1) Open Space

Caravan Parks permissible with the consent of Council

Regulated under Section 68 Local Government Act

All new capital works require approval from the Dept. of Lands before being submitted to Council for DA/CC approval

Sites

Total number of Sites 120

- 2 Permanent Resident
- 24 Holiday Vans (12 month lease)
- 58 Tourist sites
- 23 camp sites
- 13 Cabins

Amenities

- 1 amenities block
- Swimming pool
- 3 BBQ areas
- Camp kitchen
- Playground

Financial

The Park generates revenue of approximately \$1,200,000 p.a. of which Council receives a percentage of gross revenue per annum as a management fee. Council pays Department of Primary Industry – Lands a fee of 5% of gross revenue p.a. for use of the site.

All operation, maintenance, administration costs and improvements are paid by the funds generated at the park.

The balance of funds after operating and capital expenses are deducted from the revenue is held in the Holiday Park Reserve for park development.

The Park operates at no cost to Council.



Appendix 1 - Financial statements

Description	2016/17 Estimate	2017/2018 Estimate	2018/2019 Estimate	2019/2020 Estimate
REVENUE	1,200,000	1,225,000	1,261,750	1,312,220
			-	-
REVENUE	1,200,000	1,225,000	1,261,750	1,312,220
OPERATIONAL EXPENDITURE				
602401 Training excl Salaries & Wages	645	671	697	725
602603 Employees travel expenses	800	850	900	950
620001 Materials	25,616	27,500	29,150	30,899
620022 Office Expenses	1,087	1,141	1,198	1,258
620201 Contracts-Other	39,108	40,000	42,000	44,100
620204 Cleaning Contract	4,680	8,000	9,000	10,000
620206 Park managers Contract	200,000	207,500	217,500	230,000
642001 Telephone & Communications	4,960	5,257	5,573	5,907
642201 Electricity-Charges	50,235	53,249	56,444	58,702
642202 Gas-Charges	3,500	3,850	4,150	4,500
642401 Water-Charges	29,000	32,000	35,000	37,500
643405 Commission- LMCC	150,000	153,125	157,719	164,027
643407 Commission-Crown Lands	60,000	61,250	64,587	65,611
644601 Banking Charges	6,556	6,818	7,091	7,375
645401 Subscriptions & Memberships	2,054	2,136	2,222	2,310
645601 Lease Rentals - Operating	485	504	524	545
645801 Advertising	21,000	22,050	23,153	24,310
646401 Computer Hardware/Software	4,680	4,860	5,200	5,460
660001 Miscellaneous & Other Expenses	10,000	10,500	11,025	11,576
690006 Internal Charge-Printing	4,502	4,682	4,870	5,064
690039 Internal Charge-Other Council	2,080	2,163	2,250	2,340
690055 Internal Charge-Works	1,222	1,271	1,322	1,375
690071 Internal Charge-Insurance Premiums	4,231	4,400	4,576	4,759
OPERATIONAL EXPENDITURE	626,441	653,777	686,151	719,293
MAINTENANCE EXPENDITURE				
620001 Materials	41,030	42,500	45,000	47,500
620002 Fuels	1,000	1,100	1,200	1,300
620201 Contracts-Other	38,000	40,000	42,000	44,000
620211 Labour-Hire Contract	500	600	700	800
660001 Miscellaneous & Other Expenses	300	400	500	600
690002 Internal Chare-Plant Hire	14,500	15,000	16,000	17,000
690055 Internal Charge-Works	3,000	3,500	4,000	4,500
690073 XCharge-Wages	2,000	2,500	3,000	3,500
MAINTENANCE EXPENDITURE	100,330	105,600	112,400	119,200
TOTAL EXPENDITURE	726,771	759,377	798,551	838,493
Capital Projects				
Minor Works	30,000	32,500	35,000	37,500
Carport/Garage refurbish	15,000			
Construction - Recreation Room	300,000	300,000		
Design - Park Managers Residence		10,000		
Construction - Park Managers Residence			60,000	
Additional Street lighting (solar)				30,000
Foreshore Stablisation	135,000			
Design - New Swimming Pool			35,000	
Construction - New Swimming Pool				350,000
Design - Road Entrance pavement				30,000
Replace Powerheads				50,000
Cabin for people with disabilities			130,000	
	135,000	342,500	260,000	497,500

Appendix 2 Draft Management Contract

PLEASE NOTE THIS IS A DRAFT CONTRACT

THIS DEED made on the _____ day of _____ 2017

BETWEEN COUNCIL OF THE CITY OF LAKE MACQUARIE of Administrative Centre, Main Road Speers Point ("the Council")

AND _____ **PTY LTD ACN** _____ of _____

("the Manager")

WHEREBY IT IS MUTUALLY AGREED as follows:

TERM

1. The Manager will for the term commencing **1 September 2017** and ending **on 31 August 2020** ("the term") faithfully manage the business of the **Belmont Pines Lakeside Holiday Park** ("the business") and during the said term give up its whole time to the management, conduct and superintendence of the business improving the same to the utmost of its powers and abilities, and doing and performing all such acts, matters and things in, about or relating to the business as the Council shall direct, or in its opinion shall, having regard to this agreement, think proper.

KEEPING OF ACCOUNTS AND CONFIDENTIALITY

2. The Manager shall safely keep such books of account as shall in the Council's judgment be necessary wherein it shall enter or cause to be entered full details of all monies received and paid and all bills drawn or accepted in connection with the business, which said books of

account shall be kept at **Belmont Pines Lakeside Holiday Park, 24 Paley Crescent, Belmont South NSW 2280** (“the premises”) and be accessible at all reasonable times to the Council or its General Manager or any person whom the Council shall in writing appoint for the purposes of inspection, examination and copying.

3. The Manager will not at any time hereafter without the consent in writing of the Council divulge or make known any trust, secret, account or dealing of or relating to the business.

PAYMENT AND INDEXATION

- 4.1.1 The Council will make monthly payments to the Manager during the aforesaid term (determinable however as hereinafter provided) in the sum of five thousand seven hundred and fifty dollars (**\$6,000.00**) per month [which sum excludes any amount payable for Goods and Services Tax (GST)] by way of remuneration to the Manager. This monthly payment will be made to the Manager within 14 days after the end of the month following receipt of a correctly formatted tax invoice as per the “A New Tax System (Goods and Services Act 1999)”. Additionally, a completed Subcontractors Statement (Annexure 1) regarding Workers Compensation, Pay Roll Tax, and Remuneration is to be submitted with the Tax Invoice.
- 4.1.2 The monthly payment in Clause 4.1.1 will be indexed annually on 1 September to increase by 2.0%
- 4.2 The Council will also make to the Manager during the aforesaid term, exclusive of GST, following receipt of a correctly formatted tax invoice as per the “A New Tax System (Goods and Services Act 1999)”.
 - 4.2.1 a monthly payment equivalent to fifteen percent (15%) of the gross takings from the letting in the preceding month of the on-site cabins and on-site caravans.
 - 4.2.2 a monthly payment equivalent to ten percent (10%) of the gross takings from the letting in the preceding month of the short term sites on the premises to tourists.

- 4.2.3 a monthly payment equivalent to five percent (5%) of the gross takings from the letting in the preceding month of the permanent resident and long-term casual sites.

- 4.2.4 a monthly payment equivalent to two point five percent (2.5%) of all other income received by the Manager (other than income under 4.2.1, 4.2.2 and 4.2.3 above).

- 4.2.5 "all other income" in this sub-clause means electricity fees paid by permanent residents, long term casuals (holiday van owners), moneys collected from public telephones, laundry machines, barbeques, van sales, approval for works fee, optional linen hire, occupancy agreement administration fees, wireless internet charges and cancellation fees.

TERMINATION OF THE AGREEMENT

5.1.1 Without prejudice to any other rights, the Council reserves the right to terminate the Agreement

If the Manager commits a substantial breach of the Agreement, including:

- (i) failure to carry out the Agreement at all, or within the time specified, or at a reasonable quality; or
 - (ii) failure to carry out a reasonable direction of the Council's Representative; or
 - (iii) so conducting itself (including by its employees) in its management of the business as in the Council's opinion to be likely to injure the business.
- 5.1.2 Prior to terminating the Agreement, the Council's Representative must specify in writing the breach and ask the Manager to give reasons why the Council should not take further action.
- 5.1.3 The Manager must respond in writing within 5 Days of receiving the notice.
- 5.1.4 If the Manager fails to respond in accordance with clause 5.1.3, then the Council may, by way of written notice, terminate the Agreement.

- 5.1.5 If the Manager provides a written response in accordance with clause 5.1.3, and the Council considers the response inadequate or unacceptable, then it shall notify the Manager that the provisions of clause 16 (Litigation Last Resort) apply.
- 5.1.6 Termination by the Council will not release the Manager from liability in respect of any obligation relating to this Agreement.
- 5.1.7 If the Agreement is terminated in accordance with clause 5.1.4, the notice of the Council shall give the Manager 14 days from the date of service of the notice to vacate the premises and the Manager shall vacate the premises on or before the end of that period.
- 5.2.1 If the Council fails to:
- (i) pay the Manager in accordance with this Contract;
 - (ii) respond to any reasonable request from the Manager for resources, materials, information and the like;
- the Manager must specify the failure in writing and serve such notice on the Council.
- 5.2.2 The Council must respond within 7 Days of receiving the notice and if it fails to respond the Manager may terminate the Agreement.
- 5.2.3 If the Council does respond, in writing to the notice of the Manager under clause 5.2.1, and the Manager considers the response inadequate or unacceptable, then it shall notify the Council that the provisions of clause 16 (Litigation Last Resort) apply
- 5.3 Despite clauses 5.1 and 5.2, the Manager may give the Council 26 weeks written notice of its intention to determine this agreement and on the expiration of such period of 26 weeks this agreement shall be wholly determined and at an end. The notice need not contain a reason for its being given.
- 5.4 Despite clause 5.1, the Council may give one week's written notice to the Manager of its intention to determine this agreement in the event

- 5.4.1 a liquidator is appointed for the purpose of winding up the affairs and distributing the property of the company;
- 5.4.2 a receiver is appointed to the company in respect of the affairs and property of the Manager;
- 5.4.3 an administrator is appointed by the Court in respect of the affairs and property of the Manager;
- 5.4.4 an application is made to the Court under Part 5.1 of the Corporations Act 2001 for the approval of a compromise or an arrangement in respect of the affairs and property of the Manager; and/or
- 5.4.5 the Manager becomes insolvent.

and at the end of the week referred to in the notice the agreement shall be determined and at an end.

- 5.6 The Manager shall be entitled to terminate this Agreement on giving seven (7) days notice to the Council should the Manager be unable to fulfil its obligations to manage the business satisfactorily due to any injury or illness suffered by an employee of the Manager that prevents the Manager from performing its obligations under this Agreement and which injury or illness is certified by a registered medical practitioner to be disabling.
- 6. If this Agreement shall be determined in any of the ways referred to in clause 5, the Manager shall only be entitled to an apportioned part of the said monthly remuneration computed immediately after the last day of payment until the date of such determination. The Manager shall not be entitled to any amount which is an apportionment of an amount calculated by the application of clause 4.2.

DUTIES

7. The Manager shall perform the duties set forth in the First and Third Schedules hereto.

INVENTORY

- 8.1 The Second Schedule is an inventory of equipment or items owned by the Council and upon the premises, which equipment shall be in the care of the Manager during the currency of this agreement.
- 8.2 It is the responsibility of the Manager to update the inventory of equipment whenever new items are purchased. These shall be recorded on an asset compliance and maintenance software program as provided by the Council. The updated lists shall be forwarded to Manager of Property Services or Holiday Parks Coordinator within 14 days of the update..

ACCOMMODATION

- 9.1 The Council will provide a three bedroom-house for the Managers employees and their immediate family on the site at no cost to them to enable them to live on the premises.
- 9.2 The Council will pay for -
 - 9.2.1 fees and charges associated with reasonable use of electricity and water consumed at the premises;
 - 9.2.2 reasonable private local telephone calls made (excluding any international calls); and
 - 9.2.3 fees and charges associated with reasonable private internet incurred,

by the Manager and those persons referred to in 9.1 above and who reside on the premises.

MANAGER COUNCIL RELATIONSHIP

10. Notwithstanding anything in the agreement contained either expressly or by implication, or anything inferred by any act or omission of the Manager in pursuance of the terms of this agreement, both parties acknowledge and agree that the Manager is not a servant of the Council and that no relationship of master and servant exists. The Manager acknowledges that any payment or remuneration received by it hereunder is not in a form of salary or wage and that it is not entitled to receive from the Council sick leave, annual leave, holiday pay or long service

leave, workers compensation cover or superannuation for any of the employees of the Manager.

INSURANCE

- 11.1 The Manager will effect -

11.1.1 Workers Compensation insurance in relation to employees of the Manager in the business;

11.1.2 Public Risk Insurance applicable to the business and the premises in the joint names of the Manager and the Council for an amount of \$20,000,000.00 in respect of one occurrence but unlimited in the aggregate.

- 11.2 The insurance policies must be effected with an insurance company approved by the Council (which approval will not be unreasonably withheld) and the Manager will provide the Council

with copies of such policies within fourteen days of it signing this Deed and immediately following the expiry date of such policies for the following year.

- 11.3 The Manager and persons under its control must not do or permit to be done anything upon the premises by which any insurance effected by the Manager or the Council may be rendered void or voidable (except with the Council's prior written approval) by which the premium payable on any such insurance is liable to increase.

EMPLOYEES

- 12.1 The Manager shall ensure that at all times there is present on the premises a sufficient number of its employees who are capable of performing the Manager's obligations pursuant to this agreement.

- 12.2 Where it is necessary for any employee of the Manager to be absent from the premises at any time, the Manager must not allow that employee to be absent unless it has beforehand

12.2.1 made application to the Manager Property and Business Development/ Holiday Parks Coordinator for such leave giving full details of (ANNEXURE 2)

- the dates and reasons for such absence;
- the responsible person/s who will attend the business in the employees absence and contact numbers; and
- written acknowledgements from that person that she/he will take all steps to ensure that the terms, provisions, warranties and conditions of this agreement are adhered to by her/him during the employee's absence.

12.2.2 received approval of the Manager Property and Business Development/ Holiday Parks Coordinator to that application.

12.3 By 1 October 2017 the Manager shall give the Council written details of all its employees for the purposes of this agreement, and, as necessary, within 7 days of any change of employee, advise the Council of that change with details of the new employee.

INDEMNITIES

13.1 The Manager indemnifies the Council against all losses, costs and expenses (including reasonable legal fees) which the Council may incur by reason of a breach of any term, provision, covenant or warranty contained herein and/or in connection with the enforcement of this agreement or any provision hereof. In particular -

13.1.1 any negligent or careless use or misuse by the Manager and persons under its control of the premises;

13.1.2 any accident or damage to property or injury or death suffered by any person arising from the negligence of the Manager or any person under its control.

13.2 The Council shall indemnify the Manager from any liability or claim from any person who sustains any injury whatsoever from the use of the playground equipment on the foreshore Reserve adjoining the business except where that injury is caused by the negligence or deliberate act or omission of the Manager its servants or agents

14. The Manager will comply, as necessary, with the provisions of the following legislation (as amended):

Work Health and Safety Act 2011;

Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds, and Movable Dwellings) Regulation 2005.

Residential Tenancies Act 1987

Holiday Parks (Long Term Casual Occupation) Act 2002

15. The Manager shall not assign or transfer its rights and obligations under this agreement.

LITIGATION LAST RESORT

- 16.1 Before either party may proceed to litigation it shall be a condition precedent that they have attempted to resolve the dispute in accordance with this clause. For the purposes of construing this clause, unless the context otherwise requires, "expert" means the independent person appointed by the parties to determine a dispute.
- 16.2 If either party is dissatisfied with an act or omission of the other party in connection with the Agreement, including assessment of a claim, failure to agree, or an instruction, that party is to notify the other party in writing of a dispute within 14 Days of the act or omission. The notifying party is to provide particulars, including the factual and legal basis of any claimed entitlement. If a party gives notice of a dispute but not within the time provided by this Clause, then it is not entitled to interest for the period before the party gave notice.
- 16.3 Within 5 Days of the giving of the notice, the Manager and Council's Representative are to meet to attempt to resolve the dispute.
- 16.4 If the dispute is not resolved within 14 Days after the notice providing particulars of the dispute is served, the parties are to appoint an independent Expert. If the parties fail to agree upon an Expert, either may request the Chief Executive Officer of the Australian Commercial Disputes Centre Ltd Sydney to nominate an Expert. If there is no Chief Executive Officer or the Chief Executive Officer fails to make a nomination within a reasonable time, the Council is to nominate an Expert.
- 16.5 The person nominating the Expert is not to nominate:

- (a) an employee of the Council or Manager;
- (b) a person who has been connected with the Agreement; or
- (c) a person upon whose appointment the Council and the Manager have previously failed to agree.

16.6 When the person to be the Expert has been agreed on or nominated, the Council, on behalf of both parties is to appoint the expert in writing, with a copy to the Manager, setting out:

- (a) the dispute being referred to the Expert for a decision;
- (b) the Expert's fees;**
- (c) the procedures detailed in this Clause; and
- (d) any other matters which are relevant to the engagement.

16.7 The Council and the Manager are to share equally the Expert's fees and out-of-pocket expenses, including security deposit if required. Each party is to otherwise bear their own costs and share equally any other costs of the process.

16.7 Each party is to make written submissions to the Expert and provide a copy to the other party as follows:

- (a) Within 5 Days after the appointment of the Expert, the notifying party is to submit details of the claimed act or omission.
- (b) Within 10 Days after receiving a copy of that submission, the other party is to submit a written response. That response can include cross-claims.

16.8 The Expert is to decide whether the claimed event, act or omission did occur and, if so:

- (a) when it occurred,
- (b) what term of the Agreement or other obligation in law, if any, requires the other party to pay the claimant money in respect of it, and
- (c) the merits in law of any defence or cross-claim raised by the other party.

16.9 The Expert then decides the amount, if any, which one party is legally bound to pay the other on account of the event, act or omission.

16.10 The Expert is also to decide any other questions required by the parties, as set out in the dispute referred to the Expert at Clause 5.

16.11 In making the decision, the Expert acts as an expert and not as an arbitrator and is:

- (a) not liable for acts, omissions or negligence;
- (b) to make the decision on the basis of the written submissions from the parties and without formalities such as a hearing;
- (c) required within 30 Days of appointment to give the decision in writing, with brief reasons, to each party; and
- (d) bound by the rules of natural justice.

16.12 Unless a party has a right to commence arbitration under this Special Condition:

- (a) The parties are to treat each determination of the Expert as final and binding and give effect to it.
- (b) If the Expert decides that one party owes the other party money, that party is to pay the money within 10 Days of the receiving the decision of the Expert.

16.13 If the Expert decides that one party is to pay the other an amount exceeding \$100,000 (calculating the amount without including interest on it), and within 10 Days of receiving the decision of the Expert, either party gives notice in writing to the other that the party is dissatisfied, the decision is of no effect and either party may then commence arbitration administered by the Australian Commercial Disputes Centre Ltd Sydney. The arbitration shall be conducted and held in accordance with and subject to the *Commercial Arbitration Act, 1984 (NSW)* and the Rules of the Institution of Arbitrators Australia for the conduct of commercial arbitration. The Arbitrator will be the person agreed to by the parties or, if they cannot agree, appointed by the Chief Executive Officer of the Centre.

INTERPRETATION

17. In this agreement unless the context admits otherwise:

- (i) Words importing the singular number shall include plural; the masculine gender shall include feminine and neuter genders and vice versa; and words importing persons shall include corporations. Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

- (ii) The First, Second, and Third Schedules hereto form part of this agreement.
- (iii) References to Statutes, Instruments, Regulations, Ordinances or By-laws extend to Statutes, Instruments, Regulations, Ordinances or By-laws amending, consolidating or replacing them.
- (iv) "Manager" includes its employees and agents.
- (v) "Occupant" or "visitor" or "tourist" means the occupier of a site on the premises.
- (vi) "General Manager" is the General Manager of the Council.
- (vii) "Permanent" means the resident of a Long term site at the Park
- (viii) "Long term casual" means the occupant of a long term casual site (not exceeding 12 months)

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the day first hereinbefore mentioned.

THE COMMON SEAL of the COUNCIL }
of the CITY OF LAKE MACQUARIE }
was hereto affixed, in pursuance of } Mayor
a Council resolution passed on }
day of } 2017, }

.....

in the presence of

General Manager

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signatures(s) appear(s) below pursuant to the authority specified.

Corporation:

PTY LTD ACN

Authority:

section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

.....

.....

Name of authorised person:

Name of authorised person:

.....

.....

Office held:

Office held:

.....

.....

FIRST SCHEDULE

1. The Manager shall comply with any reasonable and lawful direction of the Council, or the Council's General Manager, Manager Property and Business Development and/or Holiday Parks Coordinator.
2. The Manager shall be on call twenty-four (24) hours each day for the purposes of the business.

The minimum office hours to be maintained by the Manager are to be as follows: 8.30am to 6.00pm Monday to Sunday inclusive. However, the Manager is to make itself available for all guests between the hours of 7am and 10pm each day. These hours must be extended during peak periods as necessary to cater for incoming visitors.

3. Should the Manager require stores or equipment from the Council, the Manager must lodge a request with the holiday parks staff for the issue of this order. The stores will be delivered to the premises by the Council.
4. The Manager shall faithfully and properly keep a bookings register. No site may be booked more than twelve (12) months in advance. Annual re-booking of specific sites is to be discouraged and the best sites are to be rotated amongst the visitors who annually return to the park.
5. The Manager shall make available at least three of each of the accommodation and camping sites for booking through the Holiday Parks website through the RMS Online booking system.
6. The Manager shall report to the Manager Property and Business Development and/or Holiday Parks Coordinator any defect or want of repair of the on-site sullage collection points,

plumbing, park lighting, power-heads, public telephone or other structures or equipment upon the premises.

7. The Manager shall collect all site fees from occupants/visitors/tourists and issue receipts therefore.
8. The Manager shall read the electricity meters for the consumption of electricity for Permanents and Long Term Casual sites every two (2) months and issue receipts through RMS accordingly. The Manager shall also check electricity power leads on Long Term Casuals (Holiday Vans) and Permanents to ensure they are tagged and compliant.
9. The Manager shall not allow any site fees to be in arrears by more than fourteen (14) days and should take all necessary action to ensure these are paid. Should any person's payment fall into arrears the Manager shall notify the Manager Property Services and/or the Holiday Parks Coordinator to ensure a notice of termination is issued to vacate the site and should the Manager fail to so notify the Manager Property Services and/or the Holiday Parks Coordinator, it will be responsible for payment of monies so in arrears.
10. The Manager shall provide garbage bags to the on site visitors as necessary, which bags when full of garbage are to be placed in the garbage bins provided on the premises. The garbage bags will be provided free of cost by Council.
11. The Manager shall collect and deliver mail to occupants/visitors provided that the occupant/visitor has a letterbox at the premises for that purpose. Otherwise the fact that mail is awaiting collection
by that occupant/visitor is to be notified on a notice board on the site occupied by the Manager's employees.

12. The Manager shall collect daily all monies that are required to be paid by the visitors to the premises and also the proceeds of BBQ, washing machines, dryers and the Council installed public pay phone and faithfully record and date all details of the amounts so collected.
13. The Manager shall receive telephone, postal and internet bookings and accept deposits for the sites within the premises and promptly email or post back receipts to the persons making such reservations.
14. Managers shall clean the amenities blocks, BBQ's, swimming pool, Campers Kitchen and Office at least once a day (minimum). Managers shall clean the amenities blocks during peak periods at least twice a day. The amenities blocks should be spot cleaned to ensure they are maintained in a clean and tidy condition at all times. Park Managers shall document on the back of each door the cleaning date, time, person responsible, signature, and any comments regarding cleanliness and maintenance observed during cleaning.
15. The Manager shall carry out minor maintenance including the fitting of taps with tap washers, electric fuses, minor constructional work including painting, and the care and maintenance of washing machines, dryers, lawn mowers and lights. The Manager is not to do any work, which is required to be carried out by a licensed tradesman.
16. The Manager shall carry out a morning and afternoon inspection of the Park's ground and facilities.
17. The Manager is authorised to use the issued Lake Macquarie City Credit Card (P-Card) to purchase goods and services on behalf of the Park up to the value of \$1,000 in any single transaction. Any purchases in excess of this amount requires the authorisation of the Holiday Park Coordinator or the Manager Property and Business Development. All invoices are to be certified and presented to Council at the end of the month to allow reconciliation of the Credit Card transactions. The Manger is to comply with the Lake Macquarie City Council Internal Policy – Purchasing Cards (PCards).

18. The Manager shall on a six-month basis check and clear all gutters and down pipes in the amenities building managers residence, accommodation buildings, and associated structures to ensure that they do not overflow due to blockages.

19. The Manager shall always promote the best image of the Council in its management of the premises. All advertising proposals and promotional material shall be approved by the Holiday Parks Coordinator before publication.

20. The Manager will be issued with a diary and shall record in that diary as well as an asset compliance and maintenance software entry, which includes the following:
 - (a) any altercation or disagreement with a resident of the park;
 - (b) any shortage in materials supplied by the Council;
 - (c) any incident requiring the attendance of Council's Ranger or the Police; The Holiday Parks Coordinator and/or Property Services Manager should be notified in a reasonable time – no more than 12 hours.
 - (d) any breach of the park rules by an occupant or any other person on the premises;
 - (e) any breach of the Occupancy Agreement by an occupant or any other person on the premises
 - (f) any dispute over payment of fees and charges;
 - (g) any accident, loss or injury to person or property on the premises;
 - (h) any act of vandalism; and
 - (i) deliveries of oil and gas.

21. The Manager shall regularly check and clean all Council owned accommodation on site (inside and outside) ensuring that a very high standard of cleanliness is maintained. This shall include checking and cleaning of cabin roofs, gutters, and walls.

22. The Manager shall faithfully and properly bank all monies received by it in the course of its management of the premises.
23. The Manager shall attend the appropriate bank during the business week, daily i.e. Monday to Friday inclusive for that purpose.
24. The Manager shall man the Lake Macquarie Holiday Park business stand at the NSW Caravan, Camping and 4WD Super show or its equivalent each year for a period of at least one (1) full day and attend any other promotional show approved by council. Upon receipt of all invoices, Council will pay all reasonable travel and accommodation costs associated with attendance at this show.
25. The Manager shall each week reconcile the monies paid in pursuance of the bookings register to the monies deposited at the bank by it.
26. The Manager shall collect all weekly fees in advance from occupants.
27. The Manager shall ensure a sufficient stock of receipts are on hand at all times for use in the business. These will be provided by the Council.
28. The Manager shall maintain a key register and update as necessary.
29. The Manager shall keep a record in the business computer RMS program in a form so as to indicate the name, address, telephone number and drivers licence number and car registration number of all tourists visiting the Park.

30. The Manager shall use its best endeavours to ensure that all caravans and tents where applicable, comply with all safety requirements of the responsible electricity authority in regard to electrical installation.
31. The Manager shall return all books, registers, documents and writings to the Council on determination of the term specified in the agreement of which this Schedule forms part.
32. The Manager shall advise and ensure that the business does not provide caravan storage.
33. The Manager shall carry out regular maintenance to the grounds of the premises by lawn mowing, gardening and rubbish removal as required to ensure the premises are presented in a tidy condition at all times. Necessary plant, equipment and fuel will be supplied and maintained at no cost to the Manager
34. The Manager is to ensure that its employees wear the appropriate uniform, designated by Council, at all times. The cost of uniforms is to be met by the Manager. Payment of embroidery of names and logos will be provided by the Council after Holiday Parks Coordinator approval.
35. The Manager shall use, but not be limited to, Council's asset compliance and maintenance software as a tool to manage due diligence responsibilities in relation to quality, environment and Work Health & Safety in its Holiday Parks.
36. The Manager is to ensure that policies, procedures, daily task schedules and audits are referred to and acted upon in accordance with risk management compliance issues within established time frames.
37. Council will have periodic inspections carried out during the contract (e.g. AAA Tourism rating inspection, Mystery Shoppers inspection) where the Manager and the Manager's representatives performance will be assessed and rated.

38. Council will conduct a performance review of the Manager annually on the anniversary of the commencement of the contract. The Manager will be assessed on the following criteria:

- Interpersonal and communication skills
- Negotiation and problem solving skills
- Customer service skills
- Co-ordination of people, resources and activities
- Budget development and control
- Marketing
- Maintenance or improvement of current Tourism Star Rating;

The Council will arrange for any training that arises from the annual performance review.

39. The Manager is required to use all Council provided phone numbers, fax numbers, email addresses to conduct business on the park.

40. The Manager will enforce and abide by park rules at all times.

41. The Manager will check, approve, and be responsible for signing off on all invoices and ensuring these have the correct date, amount, description of goods and services.

42. The Manager will be given a copy of the monthly revenue and expenditure statements. The Manager shall operate the business within the budgeted costs. Authorisation for expenditure in excess of the approved budget is to be requested from the Holiday parks Coordinator or Manager Property Services before funds are committed to the proposed expenditure.

43. The Manager shall produce monthly reports (RMS produced Transit Occupancy, Cash Report, Occupancy, Year to Date, and Booking Source) and deliver them to the Holiday Parks Coordinator within seven (7) days of the end of the month.

44. The Manager shall make the up the main bed in all Villa type accommodation, when that Villa is vacated. This includes changing pillowcases, sheets and towels.
45. The Manager shall conduct a rating of the park using a Tourism rate guide, three (3) months before the AAA Tourism rating inspection is scheduled to be undertaken. The Manager will devise a program to improve and maintain those facilities that the Manager has identified, before the actual AAA Tourism Rating inspection.
46. The Manager shall take bookings for single night's accommodation in low and shoulder periods from Monday to Sunday (flexibility is given to the Manager regarding 2 night minimum week-end bookings).
47. The Manager shall respond to reports of any unsafe work practices, conditions or situations promptly.
48. The Manager shall liaise with statutory authorities and community groups on matters relevant to the Holiday Parks operations.
49. The Manager shall encourage the promotion of the Lake Macquarie area in general, council operated holiday parks and the holiday park specifically, including assisting Lake Macquarie Holiday Park staff to achieve Marketing Plan strategies.
50. Managers shall not own or have any interest in permanent or long term casual sites at the Holiday Park where the Manager has the Management contract.
51. The Manager shall have the following licences and certificates
 1. Current NSW Drivers Licence – from the commencement of the contract.
 2. White card (work health and safety) – if not held from contract date, must be obtained within 6 months of the contract date.
 3. First Aid Certificate – if not held from contract date, must be obtained within 6 months of the contract date

4. Defibrillator Certificate – if not held from contract date, must be obtained within 6 months of the contract date
52. The Manager and the Manager's representatives are to attend an RMS advanced training course within six (6) months of the commencement of this Agreement if required, at no cost to Council.
53. The Manager and the Manager's representatives are to attend a Compliance Management System (e.g. Tubal) training course within six (6) months of the commencement of this Agreement at no cost to Council.
54. The Manager shall provide training on the operation of the Park to the incoming Manager (if required) over a two (2) week period prior to the completion of this Deed. The Manager will be entitled to a sum of fifty dollars \$50.00 per day (which sum excludes any amount payable for Goods and Services Tax (GST) by way of remuneration for providing this training.
55. The Manager shall not approve any new agreement for Resident occupation of any site at the Park. The Manager Property Services is the only officer with the authority to authorise such agreements.
56. The Manager has permission to approve any new Occupation agreement on behalf of Council for Long-term Casual occupation of any designated site at the Park. The Holiday Parks Coordinator shall be advised and approve of such agreements.
57. The Manager shall not approve occupation of a short- term (tourist) site for more one hundred and fifty (150) days in any twelve-month period.

SECOND SCHEDULE

BELMONT PINES LAKESIDE HOLIDAY PARK

The following is a list of plant and equipment held at the Park as at 1 September 2017

Description	Year/Model	Asset ID
Box trailer	Box trailer Rego. U72709	6505.1
Air broom	Stihl BG86 298548999	90556.3
Lawn mower – hand	Honda Mulcher & Catcher MAYU – 1009061	92032.2
Tractor/Mower	John Deere X320 –Mower Registration 05216C	92253.1
Pressure cleaner	Aussie 071000386	93507.2
Brush cutter	Stihl FM90R 1 x Snipper 1 x Pruner 1 x Trimmer	90051.3
Edger	Kawasaki HE 130 Edger 6585	9467.3
Trailer – John Deer	10AT	97772.1
Gator	John Deere Gator Rego 87552 C	97751.2
Air compressor	Toolex VP13 No7B290	92508.1

THIRD SCHEDULE

ANNUAL MAINTENANCE PROGRAM - (Minimum) Belmont Pines Lakeside Holiday Park

The following maintenance items are the minimum annual routine maintenance tasks the Manager is to attend to.

Item	Frequency
Ensure evacuation maps are displayed in all amenities blocks and managers office	March
Conduct stocktake of plant and tools (send a copy to the Holiday Parks Coordinator)	April
NRMA - AAA Star Rating - Update suggested improvements to increase star rating	October
Road painting (signs, arrows, speed limits, and speed humps)	May
Electricity - ensure electrical equipment and leads are tagged and tested.	June
Tree pruning and maintenance	July
Check safety signs on Pool fence and ensure the signs are legible and comply with the appropriate legislation	August
Water pressure cleaning - concrete paths	August
Organise annual fire equipment inspection and forward report to Council	October
Road site numbers - renumbered	October
Site boundaries - remarked/relined	October
Inspect painting and cracks on concrete slabs	April, May

(WH&S Issue)	
Electricity - read and issue accounts for all permanents and long term casuals (holiday van owners)	Every two (2) months
Mow and maintain managers residence yard	Every two (2) months
Ensure MSDS are held for all materials	February and August
Ensure all new Occupancy Agreements are scanned into Councils' document management system (TRIM)	July and when required
Organise an Arborist report on the Holiday Park Vegetation and forward a copy to the Holiday Parks Coordinator	June
Check smoke detectors in cabins (replace batteries as required)	June and December
Painting; inside amenities (walls/ceiling), outside amenities (doors, gutters, lattice), Cabins (Inside/outside), On Site Vans (inside/outside), residence and office	June, July, August
Check all emergency response guides, emergency lighting, and fire emergency equipment	March
Inspect, replace or repair park signs	March
Remove and spray all cobwebs from the Parks amenities blocks, accommodation, residence and office.	March and October
Clean cabins - wash down outside	March and September
Clean gutters - amenities, cabins, residence, and barbeque areas	March and September

Cabins - Wash down outside	March and September
Pot Holes	March and September
Weed, add mulch and manure to gardens, replace plants and shrubs where required, fix and maintain garden beds	March, July, and October (as required)
Check and repair or maintain all taps and cisterns	May and November
Playground - Top up soft fall, call council for inspection	May and November
Check all first aid kits for ample stocks	Monthly
Street sweep all roads	Quarterly - March, June, September, December.
Maintenance and repair of fences and posts	When required

FOURTH SCHEDULE

BELMONT PINES LAKESIDE HOLIDAY PARK

The following is a list of furniture and fittings held at the Park Residence as at 1 September 2017

Description	Make and Serial No	Asset ID
1 x gas heater	Everdure Brigadier 25MJ	
1 x top loader washing machine	Whirlpool C10940153	
1 x front loader washing machine	Intellisense 6.5kg MAF6512AAW	
1 x clothes dryer	Maytag 13698354MM	

FIFTH SCHEDULE

BELMONT PINES LAKESIDE HOLIDAY PARK

The following is a list of tools held at the Park as at 1 September 2017

Number	Type	Number	Type
1	Black & Decker Cordless drill	1	Spirit level
2	Rivett press	1	Step Ladder (3 steps)
1	Socket Set	1	Step Ladder (5 step)
1	Tape measure 8 metre	1	Step Ladder (7 step)
1	Spanner Set	2	Paint Rollers
3	Scissors	1	Hack saw
1	Small axe	1	Hole saw
Various	Drill bits	1	Staple gun
Various	Allen keys	1	Hand file
Various	Screw drivers	Various	Brooms
1	Pliers	3	Shovels
2	Metal cutter	2	Spades
1	Bench vice	5	Rakes
2	Wrenches	2	Pitch forks
2	Hammers	1	Bolt cutter
1	Secateurs	1	Hole digger
1	Pruning saws	1	Pick
1	Hedge clippers	1	Wheel barrow
1	Grease gun	2	Multi grips
1	Pressure cleaner	2	Hand saws

1	Delivery trolley		
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ANNEXURE 1

SUBCONTRACTOR'S STATEMENT REGARDING WORKERS COMPENSATION, PAY-ROLL TAX AND REMUNERATION (Note 1)

Workers Compensation s175B Workers Compensation Act 1987
 Pay-roll tax Part 5B s31G-31J Pay-roll Tax Act 1971
 Remuneration ss127, 127A Industrial Relations Act 1996

Sub Contractor: _____ ABN: _____
(Business name)

of _____
(Address of subcontractor)

has entered into a contract with _____ (Note 2)
(Business name of principal contractor)

ABN: _____ For work between: ____/____/____ and ____/____/____ (Note 3)
Date Date

and/or Payment Claim Details: _____ (Note 4)

Nature of contract work: _____ (Note 5)

DECLARATION

_____, a Director of / a person authorised by the subcontractor on whose behalf
(delete as appropriate)
this declaration is made, hereby state that the abovementioned subcontractor:

is either

A sole trader or partnership without workers or subcontractors (Note 6).
OR

Has and will maintain in force valid workers compensation insurance, policy _____ (Policy Number)
held with _____ (Insurance Company) as indicated on the attached Certificate of
Currency dated _____, in respect of work done in connection with the contract, during
any period of the contract and has paid all workers compensation insurance premiums payable in
connection with the contract (Note 7).

Is Is not also a principal contractor in connection with the work under contract (Note 8).

Has Has not been given a written statement by subcontractors in connection with the work.

Is Is not required to be registered as an employer under the *Pay-roll Tax Act 1971* _____ (Pay-roll tax client No.)

Has paid all pay-roll tax due in respect of employees who performed the work for the principal contractor, as
required at the date of this statement (Note 9).

Has paid all remuneration payable to relevant employees, for work done under the contract during the period
outlined above (Note 10).

Signature _____ **Full Name** _____
(please print)

Position/Title _____ **Dated** _____

WARNING

- Any subcontractor, who knowingly provides a principal contractor with a written statement that is false, is guilty of an offence (Maximum penalty 100 units or \$11,000).
- Any written statement will not relieve the principal contractor of liability if, at the time the written statement was provided, the principal contractor believed the written statement to be false.
- The principal contractor must retain a copy of any written statement for a period of not less than five years (Pay-roll tax), six years (Remuneration) or seven years (Workers compensation).
- This statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the *Workers Compensation Act 1987*

Application - Request for Leave

Date	
Park Name	
Employee Name (Relief Manager)	
Dates for Leave	
Reason for Leave	
Name of Person Undertaking the Managers duties	

.....

Park Manager

Iadvise that I will take all steps to ensure that the terms, provisions, warranties and conditions of the Managers Agreement are adhered to by me during the Managers absence.

.....

Employee (Relief Manager)

I.....approve the Application for Leave.

.....

Holiday Parks Coordinator