

<b>ITEM NO:</b>	18.1 Confidential
<b>MEETING TYPE</b>	Ordinary Council
<b>MEETING DATE:</b>	21 February 2019
<b>SUBJECT:</b>	Capital Investment Business Agreement – Discovery Parks
<b>FILE NUMBER</b>	F19/22 - Acting Chief Executive Officer
<b>RECORD NUMBER:</b>	R19/1761
<b>AUTHOR:</b>	Karina Ewer
<b>ATTACHMENT (S):</b>	Attachment 1 – Management Agreement (R19/1758) Attachment 2 – Stage Plan for Capital Investment Business Agreement (R19/1759) Attachment 3 – Capital Investment Business Agreement (R19/1760)

### LINKS TO STRATEGIC MANAGEMENT PLAN 2016-2026

<b>KEY RESULT AREA:</b>	6. Business Undertakings and Economic Development
<b>STRATEGY:</b>	6.1. Maintain and improve where possible the performance of business enterprises owned by the Council.
<b>ACTION:</b>	6.1.1 Redevelop Streaky Bay Foreshore Tourist Park to become a destination park driving local and regional economic development.

### BACKGROUND:

Council has in place a Management Agreement with Discovery Parks in regards to the day to day management of the Park. At the time of signing, Discovery were aware of plans to develop the park and as such Clause 13 concerning the Capital Renewal Project was included in the agreement.

In particular clause 13.1.2 required a separate agreement be developed which would outline the management of the upgrades intended for the Caravan Park (now referred to as the Capital Investment Program). The Manager, Corporate Services therefore undertook to engage solicitors familiar with the project to commence drafting the required agreement.

Clause 13.2 of the Management Agreement then set out a project management fee Council would be required to pay to Discovery for project managing the redevelopment. The fee was set at 2.5%.

The intention of the clauses at 13.2 was clearly outlined in several emails between Council and Discovery staff at the time of the development of the Management Agreement. It was intended Discovery would be asked to project manage aspects of the Capital Investment Program should Council find itself unable to sufficiently resource any project or part thereof.

Since the development of the Management Agreement there has been considerable staff movement both at Council and within Discovery Parks. As a result, those representing Discovery Parks believed that 2.5% should be over the entirety of the Capital Investment Program (i.e. 2.5% of \$6.1M – a total of \$152,000) and that they would be responsible for the project management for the 5 year project, including procurement and contractor management.

The Manager, Corporate Services has since undertaken extensive negotiations with Discovery, including face to face meetings with Discovery representatives and the Manager, District Services to clearly outline what was meant by “project management” and the terms under which Discovery might be engaged.

During this time agreements have been reached that:

- the entire Capital Investment Program shall be divided into Stages;
- each Stage (financial year of the Capital Investment Program) has a range of projects which shall be delivered as part of that Stage;
- Discovery may be requested to deliver a specific project or part of a project only where Council do not feel they have the resource capability to do so;
- Council has been able to commence drawing down on the initial \$1M amount Discovery supplied to support the project;
- regular (quarterly) financial updates are provided to Discovery outlining actual spend on each Stage. This allows Council to draw down Discovery’s share of the costs at completion of each quarter.

Effectively this means Council will be able to continue to manage such things as the procurement process and contract negotiations with suppliers at all stages, thus keeping control of the Capital Investment Program firmly in Council hands.

Discovery have however requested their project management fee be increased to 7.5%. The current market rate Discovery would charge for such work is normally 11.5%.

Council has recently applied for Building Better Regions (BBR) Funding. Should this funding be approved, the time line for delivery of the Capital Investment Program would be reduced from the current 5 year timeline (of which we have completed 1 year) to 2 years. Failure to complete the Capital Investment Program in this period would require Council to return the grant funding.

Discovery understand and accept receiving the BBR funding will significantly impact the operations of the park during construction. Two stages however, will have been completed and will therefore ensure some cabins and campsites should remain online for the duration of the build regardless of the timeframes required.

Reduction in timeframes should the BBR funding be successful, *may* require Council to request the assistance of Discovery project managers to deliver some or parts of specified projects as they may overlap or run concurrently with others Council staff will be managing. These will be limited as much as is practicable but always with an eye to delivering the project on time and within budget.

Due to the Commercial In-Confidence nature of this report it is recommended the content remain confidential until the expiration of the Capital Business Investment Agreement, which will expire no later than 30 June 2022.

Council are requested to decide if they:

1. agree with the increase in Project Management fees as requested by Discovery; and
2. allow Karina Ewer, as currently acting CEO, to sign the agreement with Discovery as she has been the primary negotiator of the Agreement

## CONSIDERATIONS:

### Local Government Act 1999 Section 8 - Principles to be observed by a Council

A council must act to uphold and promote observance of the following principles in the performance of its roles and functions –

(a) provide open, responsive and accountable government;	<input type="checkbox"/>
(b) be responsive to the needs, interests and aspirations of individuals and groups within its community;	<input type="checkbox"/>
(c) participate with other councils, and with state and national governments, in setting public policy and achieving regional, State and national objectives;	<input type="checkbox"/>
(d) give due weight, in all its plans, policies and activities, to regional, state and national objectives and strategies concerning the economic, social, physical and environmental development and management of the community;	<input type="checkbox"/>
(e) seek to co-ordinate with state and national government in the planning and delivery of services in which those governments have an interest;	<input type="checkbox"/>
(f) seek to facilitate sustainable development and the protection of the environment and to ensure a proper balance within its community between economic, social, environmental and cultural considerations;	<input type="checkbox"/>
(g) manage its operations and affairs in a manner that emphasises the importance of service to the community;	<input type="checkbox"/>
(h) seek to ensure that council resources are used fairly, effectively and efficiently;	<input type="checkbox"/>
(i) seek to provide services, facilities and programs that are adequate and appropriate and seek to ensure equitable access to its services, facilities and programs;	<input type="checkbox"/>
(j) achieve and maintain standards of good public administration;	<input type="checkbox"/>
(k) ensure the sustainability of the council's long-term financial performance and position.	<input type="checkbox"/>

### Risk Management – Framework and Policy Provisions

- (a) Risk Consequences must be considered as per Appendix B of the Risk Framework;
- (b) The likelihood of the recognised risk occurring must be considered as per Appendix C of the Risk Framework;
- (c) Where risks are identified as Extreme or High (Appendix D), Council must ensure its decision reduces the recognised risk to Medium or Low (residual risk) depending on the agreed tolerance level (Appendix E).

#### Risk Matrix

Likelihood/Consequence	Insignificant	Minor	Moderate	Major	Catastrophic
<b>Almost Certain</b>	Medium	High	High	Extreme	Extreme
<b>Likely</b>	Low	Medium	High	Extreme	Extreme
<b>Possible</b>	Low	Low	Medium	High	Extreme
<b>Unlikely</b>	Low	Low	Low	High	Extreme
<b>Rare</b>	Low	Low	Low	Medium	High

Comment: (Optional)

## OPTIONS:

### Project Management Fee

**Option 1:** Council accept the revised project management fee of 7.5%

**Option 2:** Council reject the revised project management fee and request xx% be offered

### Signing of the Agreement

Having the Manager, Corporate Services negotiate the terms of the agreement was previously intended to ensure a separation of powers between those negotiating and those signing the contract. Separation of power meant no one person could be seen as having a vested interest in the outcome of the negotiations.

The CEO position is now substantively vacant (i.e. there is not permanently appointed officer in the position) and the person acting in the position is the person who negotiated the terms of the agreement.

**Option 1:** Council allow the Acting CEO to sign the Capital Investment Business Agreement along with the Mayor

**Option 2:** Council delegate the signing of the Capital Investment Business Agreement to another officer not involved in the negotiation process.

**Recommendation:**

That the Council:

- (a) Pursuant to Section 90(2)(3)(d)(i)(ii) of the *Local Government Act 1999*, orders that all persons with the exception of the Acting Chief Executive Officer, Karina Ewer, Acting Manager, Corporate Services, Sandra Brice, Manager, Regulatory Services, Jennifer Brewis, Manager, District Services, Robyn Nottle and (Executive Assistant & Governance Officer/Minute Taker), Judy Childs be excluded from attendance at the meeting for agenda item 18.1, relating to 'Capital Investment Business Agreement – Discovery Parks'.
- (b) The Council is satisfied pursuant to Section 90(3)(d) of the *Local Government Act 1999*, the information to be received, discussed or considered in relation to this agenda item is related to 'Streaky Bay Foreshore Tourist Park'.
- (c) The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances as commercial details re submissions regarding Council's commercial operations would be disclosed.

**Recommendation**

That Council, having considered Report No 18.1 Capital Investment Business Agreement – Discovery Parks, 21 February 2019 and its role under Section 6, 7 and 8 of the Local Government Act 1999 accept the revised project management fee of 7.5%.

**Recommendation**

That Council, having considered Report No 18.1, Capital Investment Business Agreement – Discovery Parks, 21 February 2019 and its role under Section 6, 7 and 8 of the Local Government Act 1999 – *Council Decision*

**Recommendation**

That Council, having considered Report No 18.1, Capital Investment Business Agreement – Discovery Parks, 21 February 2019 and its role under Section 6, 7 and 8 of the Local Government Act 1999 allow the use of the Common Seal when signing the Capital Investment Business Agreement.

**Recommendation**

That Council considered the agenda item 18.1 relating to 'Caravan Park Management Agreement' in confidence under Section 90(2) and (3)(d) of the Local Government Act, pursuant to Section 91(7) of the Act orders that the minutes, reports considered and discussed in relation to agenda item 17.1be retained in confidence and not be available for public inspection and its role under Section 6, 7 and 8 of the Local Government Act 1999 determine to keep this report Confidential until the expiry of the Capital Business Investment Agreement which shall be no later than 30 June 2022 and to be reviewed every 12 months.

## **MANAGEMENT AGREEMENT**

### **Streaky Bay Foreshore Tourist Caravan Park**

District Council of Streaky Bay

and

Discovery Holiday Parks Pty Limited ACN 111 782 846



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PO Box 179, Streaky Bay  
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f: 8626 1196  
e: [dcstreaky@streakybay.sa.gov.au](mailto:dcstreaky@streakybay.sa.gov.au)  
[www.streakybay.sa.gov.au](http://www.streakybay.sa.gov.au)

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## DATE

## PARTIES

**DISTRICT COUNCIL OF STREAKY BAY** ABN 93 970 509 459 of 29 Alfred Terrace,  
Streaky Bay SA 5680 (**Council**)

The person specified in Item 2 of the Schedule (**Contractor**)

## BACKGROUND

- A. The Council has the care, control and management of the Site on which the Park is situated.
- B. The Council and the Contractor have agreed that the Contractor will manage the operation of the Park for the Council by performing the Services.
- C. The Contractor agrees to perform the Services for the Council on the terms contained in this agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this agreement:

**Accounting Period** means:

- the initial period from the Commencement Date up to and including 30 June next (which, unless this agreement commences on 1 July, will be a period of less than twelve (12) months);
- each consecutive period of twelve (12) months commencing 1 July in any year and expiring on 30 June in the next following year; and
- a final period commencing on 1 July and expiring on the last day of this agreement (which, unless this agreement expires on 30 June, will be a period of less than twelve (12) months).

**ADI** means an authorised deposit taking institution under the *Banking Act 1959* (Cth).

**Authorisation** means any authorisation, agreement, approval, licence, permit, consent, qualification, accreditation, filing, registration, certificate, resolution, direction, declaration or exemption and any renewal and variation of them by or with a Governmental Agency.

**Bank Guarantee** means an irrevocable and unconditional undertaking acceptable to the Council given by an Australian trading bank carrying on business in South Australia to pay the Council on demand the amount of Two Hundred Thousand Dollars (\$200,000.00) and including any addition or replacement to it as required by this agreement.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in South Australia.

**Commencement Date** means the date specified in Item 6 of the Schedule.

**Confidential Information** means any documentation or information of a confidential nature supplied by either of the parties to the other in connection with this agreement and includes all scientific, technical, manufacturing, performance, sales, financial, commercial, contractual or marketing information possessed by each party but specifically excludes any documentation or information which has been previously published or otherwise disclosed to the general public or is required to be disclosed by Law.

**Contractor's Share** means the proportion the lettable area of the Site bears from time to time to the total lettable area of the Land as measured in accordance with the method of measurement recommended for such premises by the guidelines issued by the South Australian division of the Property Institute current as at the Commencement Date (**Institute**) or such other Institute method of measurement as the Council notifies the Contractor.

**Contractor's Staff** means the people approved by the Council to perform the Services.

**Council's Equipment** means the plant, equipment and facilities detailed in Annexure C to this Agreement.

**Fee** means the fee for the Services specified in Item 4 of the Schedule.

**Force Majeure Event** means an event beyond the reasonable control of the parties which precludes a party from performing on time an obligation under this agreement. Such circumstances include:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster; and
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.

**Governmental Agency** means any government or semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, including any self-regulatory organisation established under statute or any stock exchange.

**High Season** means the period determined by the Council annually in conjunction with the Contractor.

**Initial Term** means the initial term of this agreement commencing on the Commencement Date and ending on the Termination Date.

**Kiosk** means the kiosk forming part of the Park identified on the Plan.

**Land** means the whole of the land described in Crown Record Volume 5755 Folio 915 and Crown Record Volume 5755 Folio 920.

**Law** means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation.

**Low Season** means the period determined by the Council annually in conjunction with the Contractor.

**Maintenance Plan** means the maintenance plan detailed in Annexure E.

**Marketing Plan** means the marketing plan detailed in Annexure I.

**Mid Season** means the period determined by Council annually in conjunction with the Contractor.

**Outgoings** means the total of all amounts paid or payable or otherwise incurred by the Council in connection with the ownership, management, maintenance, administration and operation of the Land including those things detailed and estimated in Annexure K and:

- any Rates and Taxes which are levied or assessed in respect of the Land;
- all costs of the Council in connection with the operation, supply, testing, maintenance, repair, replacement and renovation of Park Services and all other facilities within the Site that are provided from time to time (for the avoidance of doubt this excludes any employees of Council) and any other items deemed the responsibility of Council elsewhere in this agreement;
- all costs of the Council in connection with the maintenance, repair, replacement and renovation of the Site from time to time (excluding any items of a capital or structural nature and any costs of the capital renewal project); and
- all costs of the Council in connection with preparing and providing any audited statement which is required to be prepared and/or provided under this agreement or by Law.

**Park** means the Streaky Bay Foreshore Tourist Caravan Park situated on the Site.

**Park Services** includes all services (including gas, electricity and water and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Park or the Site supplied by any authority, the Council or any other person the Council authorises.

**Payment Date** means the Commencement Date and the first day of each month during the Term.

**Plan** means the plan forming Annexure H to this Agreement.

**Rates and Taxes** means all present and future rates, charges, levies, assessments, duty and charges of any Government (whether State, Federal or Local), statutory authority or other department or authority having the power to raise or levy any such amounts including water and sewer charges, council rates, emergency services levy.

**Renewal Term** means the term (if any) of renewal or extension granted under this agreement and, if the Contractor has two or more rights of renewal under this agreement, then the term 'First Renewal Term' means the first period of renewal, the term 'Second Renewal Term' means the second period of renewal, the term 'Third Renewal Term' means the third period of renewal and the term 'Fourth Renewal Term' means the fourth period of renewal.

**Representative** means a person appointed by a party pursuant to clause 29.

**Residence** means the residential accommodation for occupation by the Contractor or the Contractor's Representative situated on the Site identified on the Plan.

**RCLA** means the *Retail and Commercial Leases Act 1995* (SA).

**Services** means the services specified in Item 3 of the Schedule.

**Site** means the whole of the land described in Crown Record Volume 5755 Folio 915 and the portion of the land described in Crown Record Volume 5755 Folio 920 identified on the Plan, excluding the site of the park Kiosk.

**Statutory Requirements** means all relevant and applicable Law and all lawful conditions, requirements, notices and directives issued or applicable under any such Law.

**Term** means the Initial Term, the Renewal Term(s) and any period of holding over.

**Termination Date** means the date specified in Item 7 of the Schedule, unless this agreement is terminated earlier in accordance with this agreement.

**Valuer** means a qualified valuer appointed to make a determination under this agreement:

- (a) who will be appointed as agreed by the Council and the Contractor or, failing agreement within ten (10) Business Days of either notifying the other of the requirement for such appointment at the request of either the Council or the Contractor, by the person holding or acting in the position of President of the South Australian Division of the Australian Property Institute;
- (b) who must have practiced as a valuer with a minimum of five (5) years' relevant experience;
- (c) who is licensed to practice as a valuer of the kind of premises and services in respect of which the review is required; and
- (d) who must act as an expert and not as an arbitrator.

**Variation** means any change to the Services, including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Services.

**WHS Policy** has the meaning given to that term in clause 12.1.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.6 a reference to this agreement includes any schedules and annexures to this agreement;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.8 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it and any subordinate legislation made under it;
- 1.2.10 a provision is not construed against a party only because that party drafted it;
- 1.2.11 an unenforceable provision or part of a provision may be severed and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.13 an expression defined in the *Corporations Act 2001* (Cth) has the meaning given by that Act at the date of this agreement;
- 1.2.14 an expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given by that Act at the date of this agreement.

## 2. ENGAGEMENT

The Council engages the Contractor, who accepts the engagement, for the Term to perform the Services.

## 3. GRANT OF LICENCE

In consideration of the Contractor agreeing to provide the Services for the Council, the Council grants and the Contractor accepts for the Term:

- 3.1 a non-exclusive licence of the Site excluding the Residence for the purpose of providing the Services on the terms and conditions set out in this agreement; and
- 3.2 an exclusive licence to occupy the Residence as residential accommodation.

## 4. RETAIL AND COMMERCIAL LEASES ACT

- 4.1 This agreement will be read and interpreted subject to the provisions of the RCLA and, to the extent to which there is any inconsistency with the provisions of the RCLA, those provisions of the RCLA will override the terms of this agreement.
- 4.2 Any right, power or remedy of the Council or obligation or liability of the Contractor which is affected by the RCLA (if applicable) will be unenforceable or void but only to the extent that it is expressly made unenforceable or void by the RCLA.

## 5. USE OF BUSINESS NAME

- 5.1 The Council owns registered Business Name number 04779654, namely '*Streaky Bay Foreshore Tourist Caravan Park*' (**Business Name**).
- 5.2 The Council grants the Contractor a non-exclusive licence to use the Business Name for the duration of the Term for the purpose of performing the Services pursuant to this Agreement.

## 6. PAYMENT TERMS

The Parties' Financial Arrangements in relation to this agreement are set out in Annexure B.

## 7. STANDARD AND SCOPE OF SERVICES

- 7.1 The Contractor must perform the Services and do so with all the skill, care and diligence to be expected from a qualified, competent and experienced provider of services similar to the Services.
- 7.2 During the Term the Contractor must devote such of its time and ability as is appropriate and reasonably necessary for the proper performance of the Services.
- 7.3 The Contractor warrants to the Council that it holds all Authorisations required for it to perform its obligations under this agreement. It must at its cost comply with those Authorisations and all applicable Laws, accepted industry

standards, specifications and procedures in the performance of its obligations under this agreement.

- 7.4 The Contractor at its costs will obtain all further Authorisations it requires during the Term for it to perform its obligations under this agreement. It must at its cost comply with those Authorisations and all applicable Laws, accepted industry standards, specifications and procedures in the performance of its obligations under this agreement.
- 7.5 In performing the Services the Contractor must:
  - 7.5.1 comply with all Laws and the requirements of any Governmental Agency, including the requirements of the *Work, Health and Safety Act 2012* (SA) and any regulations made under it; and
  - 7.5.2 comply with any reasonable requests of the Council, whether in relation to the manner of the performance of the Services or otherwise.
- 7.6 The Contractor must promptly notify the Council of any accident, injury, property or environmental damage or any potential breach of any Law (**reportable incident**) that occurs during or as a result of this agreement. Within 24 hours of a reportable incident, the Contractor must provide a report to the Council's Representative giving complete details, including results of investigations into its cause and any recommendations or strategies for prevention in the future.
- 7.7 The Contractor must supply at its own expense all plant, equipment and items required for the performance of the Services and maintain them in a safe and good working condition.
- 7.8 The Contractor must keep the Council fully and regularly informed as to all matters affecting or relating to the Services and agrees to hold regular management meetings with Council at agreed times.
- 7.9 Times for the fulfilment of the Contractor's obligations under this agreement are essential terms of this agreement.

## 8. VARIATION TO SERVICES

- 8.1 The Council may, by written notice to the Contractor, request a Variation to the scope and extent of the Services. This may consist of a direction to the Contractor to change the character or quality of the Services.
- 8.2 Subject to clause 8.4, the Contractor must not carry out a Variation unless and until the Council provides to the Contractor a written Variation and the Variation is valued.
- 8.3 A Variation is valued as follows:
  - 8.3.1 where the Variation can be valued by the application of rates accepted by the Council, by the application of those rates;
  - 8.3.2 where there are no relevant rates, the Council's Representative and the Contractor must agree a reasonable value.



- 8.4 If the Council gives the Contractor a written or oral instruction that a matter is so urgent that the Contractor should proceed with the Variation before it is valued, the Contractor may proceed with the Variation and the Variation must be valued afterwards. An oral instruction must be confirmed in writing as soon as practicable.
- 8.5 No Variation invalidates this agreement irrespective of the character or value of the Variation.
- 8.6 Notwithstanding this clause, the Contractor acknowledges that modifications to the Council's operations and/or procedures during the Term may necessitate modifications to the Services and the method of their delivery. The Contractor must accept and perform the modifications.
- 8.7 All Variations must be in writing and signed by the Representatives.
- 8.8 For the avoidance of doubt, operation of the Kiosk is to be developed as part of the capital renewal project and will not be considered a Variation under this clause and the terms of any arrangement regarding this will be detailed separately in an annexure to this agreement at a later date.

## **9. EMERGENCIES**

If, in the opinion of the Council's Representative, an emergency exists which poses a risk to public health, public safety or the environment, the Council may:

- 9.1 direct the Contractor to provide additional or varied Services;
- 9.2 require the Contractor to cease providing the Services or any part of the Services for a specified period;
- 9.3 require the Contractor and the Contractor's staff to leave or not enter the Site or the Park and/or to cease providing access to the Site or the Park to members of the public.

## **10. EMPLOYEES AND SUBCONTRACTORS**

- 10.1 The Contractor must:
  - 10.1.1 engage sufficient personnel (employees and, subject to clause 32, subcontractors) to perform the Services in accordance with this agreement; and
  - 10.1.2 ensure that the Services are performed by personnel who are properly trained, experienced and, if required by Law, accredited to perform the Services.
- 10.2 The Contractor is responsible for the performance of the Services by the personnel (including its subcontractors) engaged by it and is not relieved of its obligations or liabilities under this agreement.
- 10.3 Without limiting the Contractor's obligations under clause 10, the Contractor must provide a safe system of work at any location at which the Contractor performs the Services and ensure the safety of all persons associated with the performance of the Services, including the Council's employees and

contractors who enter the work-places operated by the Contractor in connection with the performance of the Services.

- 10.4 The Contractor must ensure that all its employees and subcontractors:
- 10.4.1 conduct themselves in a friendly, courteous, civil and inoffensive manner; and
  - 10.4.2 carry out their duties at all times with as little inconvenience and disturbance to others as possible and without causing any nuisance.
- 10.5 The Contractor is responsible for labour management and industrial relations in respect of the Services and accordingly:
- 10.5.1 the Council is not liable for the payment of any employee benefits for the Contractor, including wages and salary, paid public holidays and sick leave, superannuation, superannuation guarantee, PAYG or other income taxes and other insurance or benefits arising out of or in connection with the activities of the Contractor;
  - 10.5.2 the Council does not bear or accept any additional costs as a result of the impact of any industrial dispute on the performance of the Services; and
  - 10.5.3 in the event of an industrial dispute, the Contractor must take all reasonable steps to ensure where possible the continuation of the Services without adverse impact on the Council.

## **11. CONTRACTOR'S STAFF**

- 11.1 The Contractor acknowledges that the Council enters into this agreement on the basis of the skills, reputation, qualifications, experience and knowledge of the Contractor's Staff and that the Services must be performed only by the Contractor's Staff.
- 11.2 The Contractor may request in writing that the Council approve further people as Contractor's Staff.
- 11.3 The Council cannot unreasonably withhold such approval.

## **12. CONTRACTOR'S WORK, HEALTH AND SAFETY OBLIGATIONS**

### **12.1 Legislative Compliance**

The Contractor must comply with and ensure that its employees, subcontractors and agents comply with any Law, Codes of Practice, Australian Standards and the Council's WHS Policy which are in any way applicable to this agreement or the performance of its obligations under this agreement.

### **12.2 Contractor's WHS Management System**

- 12.2.1 The WHS Management System of the Contractor must, as a minimum requirement, demonstrate compliance with all duties of an employer specified in the Work, Health and Safety Act.

- 12.2.2 The Contractor must comply with their WHS Management System in the performance of this agreement.
- 12.2.3 The Contractor must, when requested by the Council, submit a complete copy of their WHS Management System documentation which must include as a minimum requirement:
- (a) WHS policy and objectives;
  - (b) organisation structure and responsibilities;
  - (c) safe work practices and procedures;
  - (d) WHS training and induction;
  - (e) WHS auditing and inspection procedures;
  - (f) WHS consultation procedures; and
  - (g) WHS performance monitoring.

#### **12.2.4 Risk Assessment**

The Contractor shall prepare and submit a risk assessment to the Council for review and approval within thirty (30) days of the Commencement Date. The risk assessment shall be used to record the risk assessment and risk control methods to be employed by the Contractor and shall be in a form approved by the Council.

#### **12.2.5 Public Health and Safety Plan**

Within thirty (30) days of the Commencement Date, the Contractor shall submit to the Council, a Public Health and Safety Plan. The Public Health and Safety Plan shall consider and respond to the specific WHS hazards and issues relevant to this agreement and shall document the systems and methods to be implemented for the Term. The Public Health and Safety Plan shall be reviewed by the Council and formal approval to commence the Services shall be provided following acceptance of the Public Health and Safety Plan.

#### **12.2.6 WHS Performance Reporting**

The Contractor must, when requested by the Council, provide evidence of ongoing performance of the Contractor's WHS Management System. Without limiting the requirements of this obligation, the Contractor shall provide the following information on a periodic basis in the form of a Contractor WHS performance report:

- (a) number of lost time injuries;
- (b) working days lost due to injury;
- (c) current status of any injured personnel, damaged property or environmental damage or pollution;

- (d) status of the implementation and outcomes of corrective actions undertaken as a result of WHS inspections and risk assessments; and
- (e) status of WHS Management System audits undertaken. The Contractor must, when requested by the Council, provide reports on WHS inspections, audits or assessments undertaken during the course of the Term.

#### **12.2.7 Incident Notification**

If the Contractor is required by the Work, Health and Safety Act or by any other Law to give any notice of an accident occurring during the performance of its obligations pursuant to this agreement, the Contractor shall at the same time or as soon thereafter as possible in the circumstances, give a copy of the notice to the Council.

#### **12.2.8 Non-Compliance**

- (a) If during the performance of this agreement the Council informs the Contractor that it is the opinion of Council that the Contractor is:
  - (i) not conducting its obligations pursuant to this agreement in compliance with the Contractor's Public Health and Safety Plan, health and safety management procedures, relevant Laws or health and safety procedures provided by the Council from time to time; or
  - (ii) conducting the work in such a way as to endanger the health and safety of the Contractor's employees, the Council's or its contractors' and subcontractors' employees, plant, equipment or materials or any visitors to the Park and their invitees,

the Contractor shall promptly remedy that breach of health and safety.

- (b) On reasonable grounds the Council may direct the Contractor to suspend the Services or such part of the Services as the Council determines until such time as the Contractor satisfies the Council that the Services will be resumed in conformity with applicable health and safety provisions.

#### **12.3 Contractor to Maintain Records**

The Contractor is to maintain copies of all licences, approvals, consents, accreditations, orders, directions and instructions that relate to the performance of its obligations under this agreement, including details of renewal or expiry dates and any restrictions that apply and any variations to this agreement or notices issued under this agreement until the date six (6) months after the expiry of this agreement, whichever is the later.

## **12.4 Contractor to act in support of Council's Obligations**

If the Council has any legal obligations that the Council cannot fulfil without a person involved in the performance of the Contractor's obligations pursuant to this agreement acting (or not acting) in a particular manner in relation to the performance of this agreement, then the Council may direct the Contractor to ensure that such person (whether the person is the Contractor, an employee or officer of the Contractor, a subcontractor, an employee or officer of a subcontractor or any other person) acts (or does not act) in that manner. Any such direction must be complied with immediately, or if a timeframe is specified in the direction, in accordance with that timeframe. The Contractor must ensure that the terms of any engagement of a subcontractor to perform part of the obligations imposed on the Contractor pursuant to this agreement allow the Contractor to comply with the provisions of this clause.

## **12.5 Dangerous Activities and Equipment**

Subject to clause 15.2 of Annexure A to this agreement, the Contractor must not:

- 12.5.1 install or bring onto the Site any electrical, gas powered or other machinery or equipment which may pose a danger, risk or hazard;
- 12.5.2 install or bring onto the Site any chemicals or other dangerous substances which may pose a danger, risk or hazard;
- 12.5.3 install or bring onto the Site any heavy equipment or items which may damage the Site;
- 12.5.4 operate any activities on the Site which may pose an increased level of danger, risk or hazard, including hire and use of bicycles and associated equipment and hire and use of kayaks and associated equipment,

without the prior written consent of the Council.

## **13. CAPITAL RENEWAL PROJECT**

13.1 The Council and the Contractor agree:

- 13.1.1 a capital renewal project will be undertaken within the Streaky Bay Foreshore Tourist Caravan Park within the Term of this agreement;
- 13.1.2 the Master Plan determining the works relative to the capital renewal project will be agreed to between the Council and the Contractor and outlined in a separate agreement.

13.2 The Contractor will provide project management services to Council at a fee of 2.5% of the capital spend (plus reimbursement of out of pocket expenses). The terms of this agreement will be documented separately in conjunction with clause 13.1.2. The terms and conditions relative to the contribution are agreed as follows:

- 13.2.1 \$6,100,000.00 will be spent on a capital renewal project at Streaky Bay Foreshore Tourist Caravan Park;

- 13.2.2 of the \$6,100,000.00, the Council will contribute a minimum of \$5,100,000.00 and the Contractor will contribute \$1,000,000.00;
- 13.2.3 the Contractor's contribution will be deposited into a Council authorised and nominated bank account on 3 July 2017;
- 13.2.4 both parties agree that the cost of the capital renewal project will be apportioned in part for payments due as reflected by the contribution being a total of 6.1 parts will be apportioned 5.1 parts Council :1 part Contractor.
- 13.3 Any circumstances that give rise to termination of this agreement (other than a material breach on behalf of the Contractor) will result in the recovery of the Contractor's contribution. The Council will reimburse One Million Dollars (\$1,000,000.00) to the Contractor according to the following:
- 13.3.1 if termination occurs within the Initial Term; then 100% of the \$1,000,000.00 will be repaid;
- 13.3.2 if termination occurs within the First Right of Renewal; then 80% of the \$1,000,000.00 will be repaid;
- 13.3.3 if termination occurs within the Second Right of Renewal; then 60% of the \$1,000,000.00 will be repaid;
- 13.3.4 if termination occurs within the Third Right of Renewal; then 40% of the \$1,000,000.00 will be repaid;
- 13.3.5 if termination occurs within the Fourth Right of Renewal; then 20% of the \$1,000,000.00 will be repaid.

#### **14. DAMAGE OR DESTRUCTION**

- 14.1 If the Park or any part of the Park is damaged:
- 14.1.1 and as a result of that damage the Park or any part of it cannot be used for the provision of the Services or are inaccessible, then for the period during which the Park cannot be so used or are inaccessible, neither party will be obliged to pay any amounts in respect of that period that would otherwise be payable by it to the other party; or
- 14.1.2 the Park can still be used for the provision of the Services but the level or extent of usability is diminished due to the damage, each parties' liability for payment of amounts owed by it to the other party under this agreement attributable to a period during which such usability is diminished will be reduced in proportion to the reduction in usability caused by the damage. If the Council and Contractor are unable to agree within ten (10) Business Days as to the proportion by which these amounts should be reduced, then a Valuer must be appointed to make a determination. The cost of the Valuer shall be borne by the parties equally.
- 14.2 If the Council notifies the Contractor in writing that the Council considers that damage to the Park is such as to make its repair impractical or undesirable, the Council or the Contractor may terminate this agreement by giving not less

than five (5) Business Days written notice to the other party. The Contractor's contribution will be dealt with in accordance with clause 13.3.

- 14.3 If the Council does not terminate this agreement under clause 14.2 and the Council fails to repair the damage within a reasonable time, the Contractor may terminate this agreement by giving not less than five (5) Business Days written notice to the Council. Council must undertake best endeavours to act in a reasonable time.
- 14.4 If this agreement is terminated by either party under this clause 14 then the rights and obligations of the Council and the Contractor will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.
- 14.5 The provisions of this clause 14 do not prejudice or alter the rights and entitlements of the Council to recover loss and damage from the Contractor if and to the extent that the damage to the Park or any part of it is caused or contributed to by any deliberate or negligent act or omission on the part of the Contractor.

## **15. INSURANCE**

- 15.1 The Contractor must maintain at all times during the Term all insurances required by Law or this agreement, including:

### **15.1.1 Public Liability**

The Contractor must take out and maintain public liability insurance for the amount specified in Item 5 of the Schedule or any other amount the Council requires in respect of any one incident arising during or in consequence of the performance of the Services. The insurance policy must bear an endorsement from the insurer acknowledging the indemnities given by the Contractor under this agreement.

### **15.1.2 Workers' Compensation**

The Contractor must insure any liability, loss, claim or proceedings whatsoever whether arising by virtue of any statute relating to workers' compensation or employers' liability or at common law by any person employed by it in or about the execution of the Services or in any way related to this Contract and must ensure that every subcontractor is insured against any such liability in the case of employees of such subcontractor. The Contractor must also insure any equipment used by the Contractor in the provision of the Services against any liability, loss, claim or proceedings whatsoever and however arising.

### **15.1.3 Insurance for the Contractor's Equipment**

The Contractor must maintain insurance in respect of all of the plant and equipment of the Contractor for its full replacement value.

### **15.1.4 Other Insurance**

The Contractor must take out and maintain any other insurances specified in Item 5 of the Schedule.

- 15.2 The Contractor must produce evidence of those insurances to the Council upon request.
- 15.3 All insurance policies must bear an endorsement from the insurer that it will notify the Council if the policy is cancelled or altered or allowed to lapse.
- 15.4 The Contractor must not allow any act or omission which would make any policy of insurance void or unenforceable.
- 15.5 The Contractor must register itself with WorkCover and maintain that registration and pay all levies pursuant to the *Workers Rehabilitation and Compensation Act 1986* (SA) at all times during the Term. The Contractor must produce evidence of that registration to the Council upon request.
- 15.6 The Contractor must ensure that its subcontractors (of all tiers) comply with this clause.

## **16. INDEMNITY AND EXCLUSION OF LIABILITY**

- 16.1 The Contractor must indemnify the Council and its employees, officers and contractors against all claims, demands, expenses, loss or damage in respect of loss or damage to any property, or the death of or personal injury to any person, caused or contributed to by the Contractor, a breach by the Contractor of this agreement, a wilful, unlawful or negligent act or omission of the Contractor and any claim, action or proceeding by a third party against the Council or its employees, officers and contractors caused or contributed to by the Contractor.
- 16.2 The Contractor must indemnify the Council from any liability, costs, penalties or additional premiums the Contractor or its subcontractors may incur under the provisions of the *Workers Rehabilitation and Compensation Act* arising from any aspect of the Services to be performed by the Contractor or any other obligations arising under this agreement.
- 16.3 The indemnities in clauses 16.1 and 16.2 are reduced by the extent to which the Council contributes to the event giving rise to the claim for the indemnity.
- 16.4 The Council and its employees, officers, members and contractors are responsible not only to take reasonable care for their own personal safety, but also to ensure their actions or inactions in relation to the Council's duties to not endanger the safety of anyone else relative to the Council's obligations under this agreement.
- 16.5 The Contractor must occupy the Site and perform the Services at its own risk in all things. Subject to the requirements in clause 16.4, the Contractor releases the Council and its employees, officers, members and contractors from all claims, actions, proceedings, costs, expenses, losses, suffering, illness and liabilities incurred by the Contractor or its employees, agents, subcontractors, third parties and customers which arise from the Contractor's occupation of the Site or performance of the Services as deemed the Contractor's responsibility.



## **17. MUTUAL WARRANTIES**

Each party represents and warrants to the other that as at the date of this agreement:

- 17.1 all actions, conditions and things required to be taken, fulfilled and done by it in order to enable it to enter into, exercise its rights and perform its obligations under this agreement have been done; and
- 17.2 all Authorisations required for its entry into, exercise of its rights under and performance of its obligations under this agreement have been obtained.

## **18. NO WARRANTY**

The Council makes no warranty or representation regarding:

- 18.1 the suitability of the Park (structural or otherwise) for the purposes of undertaking the Services or any other purpose and the Contractor occupies the Park at its risk;
- 18.2 the number of camp sites available at any time during the Term; or
- 18.3 any potential trading figures, foot traffic or custom within the Park.

## **19. NON-PERFORMANCE BY CONTRACTOR**

If the Contractor breaches a provision of this agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so, the Council may:

- 19.1 suspend any or all payments the Council is required to make to the Contractor until the breach is remedied; and/or
- 19.2 remedy the breach itself whether by the use of the Council's employees or other contractors and seek reimbursement of the same from the Contractor as a debt due to the Council; and/or
- 19.3 undertake dispute resolution as per clause 30 of this agreement; and/or
- 19.4 as a last resort terminate this agreement in accordance with clause 24; and/or
- 19.5 pursue any other legal remedies available to the Council.

## **20. FORCE MAJEURE**

20.1 If a Force Majeure Event causes delay or failure by a party to perform its obligations under this agreement:

20.1.1 neither party is liable for such delay or failure; and

20.1.2 all obligations of a party under this agreement are suspended until the Force Majeure Event ceases to apply.

20.2 A party which is, by reason of a Force Majeure Event, unable to perform any obligation or condition required by this agreement must:

20.2.1 notify the other party as soon as possible giving:

- (a) reasonably full particulars of the Force Majeure Event;
  - (b) the date of commencement of the Force Majeure Event and an estimate of the time required to enable it to resume full performance of its obligations; and
  - (c) where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;
- 20.2.2 use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;
- 20.2.3 resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event abates to an extent which permits resumption of performance;
- 20.2.4 notify the other party when the Force Majeure Event terminates or abates to an extent which permits resumption of performance; and
- 20.2.5 notify the other party when resumption of performance occurs.
- 20.3 If a delay or failure under this clause exceeds sixty (60) days, either party may immediately terminate this agreement by notice to the other party.

## **21. ADDITIONAL TERMS AND CONDITIONS OF LICENCE**

### **21.1 Use of the Site**

The Contractor must only use the Site for the provision of the Services and must not use the Site for any other use without the Council's prior written consent.

### **21.2 Occupation of Residence**

The Contractor or the Contractor's Representative may occupy and use the Residence as its primary place of residence during the Term.

### **21.3 Liability for Outgoings, Rates and Taxes**

21.3.1 The Contractor must pay or reimburse the Council:

- (a) the amount of all Rates and Taxes levied, assessed or charged in respect of the Site or the use and occupation of the Site; and
- (b) subject to clause 21.3.2, the amount of all Outgoings.

21.3.2 The Contractor's liability for Outgoings, Rates and Taxes must be adjusted between the Council and the Contractor as at the Commencement Date and the Termination Date of this agreement and the Council's proportion shall be so much of the Outgoings, Rates and Taxes referable to any period of time not included in this Term.

## **21.4 Contractor's Share**

If any Outgoings are not separately assessed or charged in respect of or solely referable to the Site then the Contractor must pay the Contractor's Share of any such Outgoing.

## **21.5 Payments, Estimates and Adjustments**

21.5.1 Subject to the RCLA, the Contractor must pay monthly instalments on account of Outgoings (or the Contractor's Share of such Outgoings) in advance on each Payment Date.

21.5.2 Not later than one (1) month before the commencement of each Accounting Period, the Council will provide to the Contractor a written estimate of Outgoings for that particular accounting period and the amount which the Contractor will be required to contribute towards those Outgoings.

21.5.3 At the request of the Contractor, the Council will give the Contractor information and explanations that the Contractor reasonably requires about expenditure on Outgoings to which the Contractor is required to contribute under this agreement and the basis upon which the Contractor's contribution to those Outgoings is determined.

21.5.4 Not later than three (3) months after the end of each Accounting Period, the Council must provide to the Contractor a statement in relation to Outgoings. The statement must:

- (a) contain a statement of all Outgoings expenditure by the Council in the relevant Accounting Period towards which the Contractor is required to contribute; and
- (b) be in a form that allows the Contractor to compare actual Outgoings expenditure and/or the Contractor's Share of actual Outgoings expenditure with the estimates given by the Council.

21.5.5 There must be an adjustment between the Council and the Contractor to take account of any underpayment or overpayment by the Contractor in respect of Outgoings. This adjustment (if any is due) will be made on the next Payment Date.

## **21.6 Power and Other Utilities**

21.6.1 The Contractor will be responsible for and pay when due the full amount of all accounts, invoices, assessments and charges with regard to the consumption, use or supply of telephone, light, electricity, gas and any other services and utilities supplied to or used from the Site.

21.6.2 If there is no separate meter for recording or measuring the services and utilities consumed on or from the Site then the Council must, if required by the Council, install the necessary meters at its own cost.

- 21.6.3 Without limiting the generality of this clause 21.6, the Contractor will comply in all respects with the *Electricity (General) Regulations 1997* and any other applicable electricity laws.

## **21.7 Offensive Activities**

The Contractor must not carry on any offensive or dangerous activities on or from the Site or create a nuisance or disturbance either:

- 21.7.1 for the Council;
- 21.7.2 for visitors to the Park and their invitees; or
- 21.7.3 for the owners or occupiers of any adjoining property; and
- 21.7.4 must ensure at all times that activities conducted on or from the Site will not bring any discredit upon the Council.

## **21.8 Use of Park Services**

- 21.8.1 The Contractor will ensure that the Park Services are used carefully and responsibly and in accordance with any directions that may be given by the Council from time to time.
- 21.8.2 The Contractor will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Park Services by the Contractor.

## **21.9 Fire Precautions**

The Contractor must, at its own cost:

- 21.9.1 comply with all requirements and directives of the Council with regard to fire safety systems and procedures, including fire evacuation drills and other procedures; and
- 21.9.2 comply with all Statutory Requirements relating to fire safety and procedures, which are required as a consequence of the Contractor's particular use of the Site. For the avoidance of doubt, structural works, modifications or building works will be the responsibility of Council

## **21.10 Alterations by the Contractor**

- 21.10.1 The Contractor must not carry out any alterations outside of the services required under this agreement, or make any additions, to the Site or the Park without Council's prior written consent.
- 21.10.2 The Contractor must provide full details of the proposed alteration and additions to the Council.
- 21.10.3 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Contractor to obtain the Council's consent to any agreements that the Contractor enters into in relation to the alterations or additions.

21.10.4 The Contractor must carry out any approved alterations and additions:

- (a) in a proper and workmanlike manner;
- (b) in accordance with the conditions imposed by the Council and with the approvals made by Council in its capacity as lessor under this agreement;
- (c) in accordance with all Statutory Requirements; and
- (d) in a way to minimise disturbance to others.

21.10.5 Unless otherwise agreed in writing between the parties, all alterations and additions, including the Upgrades to the Site or the Park made pursuant to this clause will be or become the property of the Council.

21.10.6 The Contractor will pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Contractor's alterations and additions. These costs must be approved in writing by the Contractor prior to being incurred by the Council.

### **21.11 Right to Enter**

The Council may (except in the case of emergency when no notice will be required) enter the Site after giving the Contractor reasonable notice:

- 21.11.1 to see the state of repair of the Site;
- 21.11.2 to do maintenance or repairs to the Site or other works which cannot reasonably be done unless the Council enters the Site;
- 21.11.3 to do anything the Council must or may do under the licence granted pursuant to this agreement or must do under any Law or to satisfy the requirements of any Government Agency; and
- 21.11.4 to show prospective lessees or licensees through the Site.

### **21.12 Restrictions**

- 21.12.1 The Council may install, use, maintain, repair, alter and interrupt Park Services.
- 21.12.2 The Council must (except in cases of emergency) take reasonable steps to minimise interference with the Contractor's use of the Site.

### **21.13 Resumption**

21.13.1 If the Council receives notice of resumption or acquisition of the Site (or any part of the Site) from or by any Statutory Authority or any governmental or semi-governmental body, then the Council may terminate this agreement by giving not less than one (1) month's written notice to the Contractor. When such termination takes

effect, the rights and obligations of the Council and the Contractor hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

21.13.2 If care, control and management of the Site or any part of it is withdrawn from the Council during the Term, then:

- (a) if the care, control and management of the whole or a majority of the Site is withdrawn such that the remaining part of the Site (if any) can no longer be effectively used for the provision of the Services, then this Agreement will automatically terminate on the date on which a notice is published in the South Australian Government Gazette withdrawing the care, control and management;
- (b) if the care, control and management of part only of the Site is withdrawn such that the remaining part of the Site can still effectively be used for the provision of the Services, then on and from the date a notice is published in the South Australian Government Gazette withdrawing the care, control and management:
  - (i) this agreement will continue in force only in relation to the part of the Site that remains in the care, control and management of the Council; and
  - (ii) each party's liability for payment of amounts owed by it to the other party under this agreement will be reduced in proportion to the reduction in the area of the Site. If the Council and Contractor are unable to agree within ten (10) Business Days as to the proportion by which these amounts should be reduced, then a Valuer must be appointed to make a determination. The cost of the Valuer shall be borne by the parties equally

21.13.3 If this agreement is terminated under clause 21.13.2(a), then the rights and obligations of the Council and the Contractor will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

21.13.4 The Contractor releases the Council from all claims for any loss or damage suffered by the Contractor as a result of the application of this clause 21.13.

## **22. AUDIT OF SERVICES**

22.1 The Council may on providing not less than 24 hours' notice by telephone to the Contractor, except in the case of an emergency where no notice is required, enter the Park for the purposes of inspection.

22.2 Notwithstanding clause 22.1, the Council has a right to carry out random audits and inspections of the Park without notice.

- 22.3 Following any inspection of the Park, the Council may provide the Contractor with a notice detailing any matters that the Council considers constitute a breach of this agreement and require the Contractor to remedy the same.
- 22.4 If a notice is given to the Contractor pursuant to clause 22.3, the Contractor must remedy all breaches identified in the notice within the timeframe specified in the notice.

## **23. BANK GUARANTEE**

### **23.1 Issue of Bank Guarantee**

The Contractor must arrange for the issue of the Bank Guarantee before or on the Commencement Date.

### **23.2 Claim on Bank Guarantee**

23.2.1 The Contractor must provide the Bank Guarantee and any replacement of it as security for the performance of the Contractor's obligations pursuant to this agreement. If the Contractor is in default under this agreement, the Council may claim under the Bank Guarantee for all moneys then and subsequently due and payable under this agreement and all loss, damage, costs and expenses incurred by the Council as a consequence of the default.

23.2.2 The Council may claim and the bank must make payment under the Bank Guarantee without reference to the Contractor and notwithstanding any objection, claim or direction by the Contractor to the contrary.

### **23.3 Deficiency after Claim**

Whenever the Council has recourse to the Bank Guarantee, the Council may, by written notice to the Contractor, require the Contractor to reinstate the amount of the Bank Guarantee or provide an additional bank guarantee in relation to the amount of the claim (and any previous claims) made by the Council (**Deficiency**). Within seven (7) Business Days of receipt by the Contractor of each notice, the Contractor must:

23.3.1 provide evidence to the Council of the reinstatement of the existing Bank Guarantee to its full amount; or

23.3.2 provide to the Council an additional bank guarantee equal to the amount of the Deficiency. This clause applies (changed as necessary) to that additional bank guarantee.

### **23.4 No Derogation**

The rights of the Council under this clause do not derogate from the other rights and remedies available to the Council under this agreement or at law or in equity in relation to any default of the Contractor.

### **23.5 Release of Bank Guarantee**

Within one (1) month of the expiration of the Term and the vacation of the Site by the Contractor in accordance with this agreement, provided the Contractor is not then in default, the Council must release the Bank Guarantee to the Contractor.

### **23.6 No Limit on Claims**

The amount of the Bank Guarantee does not limit the amount the Council may recover from the Contractor.

## **24. TERMINATION**

### **24.1 Termination by Council**

24.1.1 The Council may immediately terminate this agreement by giving notice to the Contractor if the Contractor:

- (a) ceases to carry on business or becomes otherwise unable to perform its obligations under this agreement; or
- (b) breaches a material provision of this agreement; or
- (c) breaches a provision of this agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so;
- (d) without reasonable cause wholly suspends the carrying out of its obligations pursuant to this agreement; or
- (e) becomes insolvent.

24.1.2 The Contractor will be liable to pay or reimburse the Council for all costs (including bond, advertising and other costs) and expenses incurred by the Council in relation to any breach of this agreement by the Contractor as a debt due and payable on demand.

### **24.2 Termination by Contractor**

The Contractor may immediately terminate this agreement if the Council breaches a material provision of this agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so.

### **24.3 Accrued Rights and Remedies**

Termination of this agreement under this clause does not affect any accrued rights or remedies of either party.

## **25. RENEWAL**

### **25.1 First Right of Renewal**

If a right of renewal has been granted to the Contractor as described in Item 10 and the Contractor wishes to exercise that right of renewal, then the



Contractor must serve a written notice on the Council not less than six (6) months and not more than nine (9) months prior to the expiry of the Initial Term stating its desire to renew this agreement for the period of the renewal specified in Item 10 (**First Renewal Term**). If such notice is given then the Council will be obliged to renew this agreement for the First Renewal Term on the same terms and conditions as are contained in this agreement, except for the exclusion of this clause 25.1 commencing immediately after the Initial Term expires.

## **25.2 Second Right of Renewal**

If a further right of renewal has been granted to the Contractor as described in Item 10 and the Contractor wishes to exercise that right of renewal, then the Contractor must serve a written notice on the Council not less than six (6) months and not more than nine (9) months prior to the expiry of the First Renewal Term stating its desire to renew this agreement for the period of the renewal specified in Item 10 (**Second Renewal Term**). If such notice is given then the Council will be obliged to renew this agreement for the Second Renewal Term on the same terms and conditions as are contained in this agreement, except for the exclusion of this clause 25.2 commencing immediately after the First Renewal Term expires.

## **25.3 Third Right of Renewal**

If a further right of renewal has been granted to the Contractor as described in Item 10 and the Contractor wishes to exercise that right of renewal, then the Contractor must serve a written notice on the Council not less than six (6) months and not more than nine (9) months prior to the expiry of the Second Renewal Term stating its desire to renew this agreement for the period of the renewal specified in Item 10 (**Third Renewal Term**). If such notice is given then the Council will be obliged to renew this agreement for the Third Renewal Term on the same terms and conditions as are contained in this agreement, except for the exclusion of this clause 25.3 commencing immediately after the Second Renewal Term expires.

## **25.4 Fourth Right of Renewal**

If a further right of renewal has been granted to the Contractor as described in Item 10 and the Contractor wishes to exercise that right of renewal, then the Contractor must serve a written notice on the Council not less than six (6) months and not more than nine (9) months prior to the expiry of the Third Renewal Term stating its desire to renew this agreement for the period of the renewal specified in Item 10 (**Fourth Renewal Term**). If such notice is given then the Council will be obliged to renew this agreement for the Fourth Renewal Term on the same terms and conditions as are contained in this agreement, except for the exclusion of this clause 25.3 commencing immediately after the Third Renewal Term expires.

## **25.5 No Renewal Entitlement**

The Contractor will not be entitled to a right of renewal pursuant to clauses 25.1 to 25.4 (as the case may be) if:

- 25.5.1 the Contractor has been in material breach of this agreement at any time before giving notice of the Contractor's desire to exercise the right of renewal (**notice**);
- 25.5.2 the Contractor is in material breach of this agreement at the time of giving that notice; or
- 25.5.3 the Contractor is in material breach or commits any breach under this agreement after giving that notice but before commencement of the First Renewal Term, Second Renewal Term, Third Renewal Term or Fourth Renewal Term (as the case may be).

## 26. RIGHTS AND OBLIGATIONS ON EXPIRY

### 26.1 Expiry

This agreement and the licence granted pursuant to it will come to an end at midnight on the last day of the Term, unless it is terminated earlier by the Council or the Contractor under any other provision of this agreement.

### 26.2 Handover of Possession

Before this agreement comes to an end, the Contractor will:

- 26.2.1 if required by Council, remove all of the fixtures and fittings and other equipment that it has installed in or brought onto the Site and repair any damage caused by such removal;
- 26.2.2 no later than one (1) month before this agreement comes to an end, provide the Council with a written summary of all alterations and additions, including Upgrades made to the Site by the Contractor, whether those alterations and additions were authorised by the Council or not;
- 26.2.3 if required by the Council, remove any alterations or additions made to the Site by the Contractor and reinstate the Site to a standard commensurate with the standard of the Site at the commencement of the Term, fair wear and tear excluded; and
- 26.2.4 complete any repairs which the Contractor is obliged to carry out under this agreement, taking into account any normal wear and tear of the site over the term of this agreement.

### 26.3 Abandoned Goods

If, when this agreement comes to an end, the Contractor leaves any goods or equipment on the Site, the Council will be entitled to deal with and dispose of those goods subject to and in accordance with the requirements of the RCLA.

## 27. CONFIDENTIAL INFORMATION AND FREEDOM OF INFORMATION

- 27.1 Each party agrees that it will not use any Confidential Information of the other party or allow any Confidential Information of the other party to be used for any purpose, except for the purposes of and in the manner contemplated by this agreement and agrees that it will:

- 27.1.1 keep confidential;
- 27.1.2 take reasonable steps to ensure that the party's officers and employees do not disclose to a third party;
- 27.1.3 maintain proper and secure custody of; and
- 27.1.4 not use or reproduce in any form,

any Confidential Information belonging to the other party. Any departure from a party's obligations pursuant to this clause may only be with the written consent of the other party or as required by Law or the terms of this agreement.

- 27.2 The *Freedom of Information Act 1991* (SA) (**FOI Act**) gives members of the public rights to access Council documents. The FOI Act promotes openness in governance and accountability of government agencies and to achieve these objects confers on members of the public a legally enforceable right to be given access to documents, including contracts, held by the Council subject but not limited to such restrictions as are consistent with the public interest, commercial in confidence and/or the preservation of personal privacy in respect of those from whom information is collected and held by the Council and other public authorities.
- 27.3 The Contractor consents to any disclosures made as a result of the Council complying with its obligations under the FOI Act, subject to any legally required consultation.
- 27.4 Subject to clause 27.1 and for the purposes of the FOI Act, the clauses and Schedules of this agreement specified in Item 8 of the Schedule are confidential (**confidential sections**).
- 27.5 Unauthorised disclosure of the confidential sections and the subject matter contained therein constitutes a breach of a party's obligations under this agreement.

## 28. ASBESTOS

- 28.1 The Contractor acknowledges that there is asbestos located at the Park.
- 28.2 The Council maintains a register of the asbestos located at the Park as required under the Work, Health and Safety Act and *Work, Health and Safety Regulations 2012* (SA).
- 28.3 The Contractor must take all necessary precautions whilst it is occupying the Park and performing the Services in relation to any asbestos located at the Park.

## 29. REPRESENTATIVES

- 29.1 Each party may in writing appoint a Representative to administer the day to day operation of this agreement by exercising any functions of that party.
- 29.2 Only one Representative may be delegated any one function at the same time.

29.3 A party may vary its Representative by notice to the other party.

## **30. DISPUTE RESOLUTION**

### **30.1 General**

30.1.1 A party must not commence arbitration or court proceedings (except for urgent equitable or injunctive relief) in respect of a dispute under this agreement, unless it first attempts to resolve the dispute by negotiation and mediation under this clause.

30.1.2 A party claiming that a dispute has arisen under this agreement must give written notice to the other party specifying the nature and details of the dispute.

30.1.3 On receipt of that notice by the other party, the parties must negotiate in good faith to resolve the dispute.

30.1.4 If the parties are unable to resolve the dispute within ten (10) Business Days, they must promptly refer the dispute:

- (a) in the case of the Council to the Chief Executive Officer; and
- (b) in the case of the Contractor to the General Manager – Operations and Development.

30.1.5 Those persons must meet to resolve the dispute and must be authorised to resolve the dispute.

### **30.2 Mediation**

30.2.1 If those persons are unable to resolve the dispute within ten (10) Business Days of referral, a party may refer the dispute for mediation under the mediation rules of the Law Society of South Australia Inc to:

- (a) a mediator agreed by the parties; or
- (b) if the parties are unable to agree a mediator within five (5) Business Days, a mediator nominated by the President of the Law Society or the President's nominee.

30.2.2 The role of a mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has agreed in writing.

30.2.3 Any information or documents disclosed by a party under this clause:

- (a) must be kept confidential; and
- (b) may not be used except to attempt to resolve the dispute.

30.2.4 Each party must bear its own mediation costs. The parties must bear equally the costs of any mediator.

### **30.3 Arbitration**

- 30.3.1 If the dispute is not resolved within ten (10) Business Days of appointment of the mediator, a party may refer the dispute to:
- (a) an arbitrator agreed by the parties; or
  - (b) if the parties are unable to agree an arbitrator within five (5) Business Days, an arbitrator nominated by the Chairperson of the South Australian Chapter of The Institute of Arbitrators and Mediators Australia or the Chairperson's nominee.
- 30.3.2 A referral to arbitration is a submission to arbitration within the meaning of the *Commercial Arbitration Act 2011* and the *Industrial Referral Agreements Act 1986* (SA).
- 30.3.3 The party serving the notice of arbitration must lodge with the arbitrator a security deposit for the cost of the arbitration proceedings.
- 30.3.4 The arbitrator may determine the amount of costs, how costs are to be apportioned and by whom they must be paid.

### **30.4 Performance**

If possible, each party must perform its obligations under this agreement during negotiations, mediation and arbitration proceedings.

## **31. RELATIONSHIP**

This agreement does not create a relationship of employment, agency or partnership between the parties.

## **32. SUBCONTRACTING**

- 32.1 The Contractor must not subcontract this agreement or any right or obligation under it without the prior written consent of the Council (which consent may be given conditionally or unconditionally or withheld in the Council's absolute discretion).
- 32.2 With any application for such consent, the Contractor must provide all information required by the Council, including evidence that the proposed subcontractor is capable of performing the Services to be assigned or subcontracted.
- 32.3 Unless otherwise agreed in writing by the Council, no such subcontract relieves the Contractor from any liability under this agreement or at Law in respect of the performance or purported performance of this agreement and the Contractor is responsible for the acts and omissions of any subcontractor or any subcontractor's employees and agents as if they were the acts or omissions of the Contractor.

## **33. ASSIGNMENT**

Subject to the RCLA, the Contractor must not assign its interest in this agreement without the prior written consent of the Council (which consent may be given conditionally or unconditionally or withheld in the Council's absolute discretion).

## **34. SUBLETTING**

- 34.1 Except as specifically provided for in this agreement, the Contractor must not sublicence or otherwise part with possession of the Site or any part of it during the Term.
- 34.2 The Contractor must not enter into any agreements pursuant to the *Residential Parks Act 2007 (SA) (RPA)* in relation to the Site that come within the definition of a 'residential park agreement' as defined in section 3 of the RPA.
- 34.3 The Contractor reserves the right to enter into a licence to operate for a defined period of time as required and specified in a licence for any activities required in the normal course of business and mutually agreed and approved by the Council.

## **35. STAMP DUTY AND COSTS**

- 35.1 The Contractor must pay all stamp duty on or arising in connection with this agreement and any other related documentation.
- 35.2 Each party will bear its own legal and other costs and expenses arising directly or indirectly with respect to the preparation, execution, completion and performance of this agreement and any other related documentation.

## **36. MISCELLANEOUS**

### **36.1 Special Conditions**

If there is an inconsistency between a special condition set out in Item 9 of the Schedule and the rest of this agreement, the special condition governs to the extent of the inconsistency.

### **36.2 Business Days**

Except for the provision of Services, if the day on which an act is to be done under this agreement is not a Business Day, that act may be done on the next Business Day.

### **36.3 Alteration**

This agreement may be altered only in writing signed by each party.

### **36.4 Approvals and Consents**

Unless otherwise provided a party may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this agreement.

### **36.5 Entire agreement**

This agreement:

- 36.5.1 constitutes the entire agreement between the parties about its subject matter;

36.5.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

### **36.6 Waiver**

A waiver of a provision of or right under this agreement:

36.6.1 must be in writing signed by the party giving the waiver;

36.6.2 is effective only to the extent set out in the written waiver.

### **36.7 Exercise of Power**

36.7.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this agreement is not a waiver of that power or right.

36.7.2 An exercise of a power or right under this agreement does not preclude a further exercise of it or the exercise of another right or power.

### **36.8 Survival**

Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of this agreement, remains in force after the expiration or termination of this agreement.

### **36.9 Further Action**

Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

### **36.10 Governing Law**

36.10.1 This agreement is governed by the Law in South Australia.

36.10.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

### **36.11 Ombudsman**

The Contractor acknowledges that the *Ombudsman Act 1972 (SA)* empowers the Ombudsman to investigate matters in the public interest. The Contractor must ensure compliance with all obligations arising under that or any other Act.

### **36.12 ICAC**

Registrants acknowledge that if they enter into a contract with the Council they will be considered to be public officers for the purposes of the *Independent Commissioner Against Corruption Act 2012 (SA) (ICAC Act)* and will be obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act.

## 37. GOODS AND SERVICES TAX

### 37.1 Consideration does not include GST

Unless specifically described as 'GST inclusive', any payment or consideration under this agreement does not include GST.

### 37.2 Gross up of Consideration

Where a supply by one party (**Supplier**) to another party (**Recipient**) under this agreement is subject to GST (other than a supply specifically described as 'GST inclusive'):

37.2.1 the expressed consideration for that supply must be increased by and the Recipient must pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and

37.2.2 the Recipient must pay that additional amount at the same time and in the same manner as the expressed consideration.

### 37.3 Reimbursements

If a payment to a party under this agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with the previous subclause.

### 37.4 Tax Invoices

Notwithstanding any other provision of this agreement, the Recipient need not make any payment for a taxable supply made by the Supplier under this agreement until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

### 37.5 Adjustments

If an adjustment event has occurred in respect of a taxable supply made under this agreement, any party that becomes aware of the occurrence of that adjustment event must notify each other party to that taxable supply as soon as practicable and all of those parties agree to take whatever steps are necessary (including to issue an adjustment note) and to make whatever adjustments are required to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than twenty eight (28) days after the Supplier first becomes aware that the adjustment event has occurred.

## 38. NOTICES

38.1 A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

38.1.1 in writing, in English and signed by a person authorised by the sender; and



- 38.1.2 hand delivered or sent by pre-paid post or facsimile or electronic communication to the recipient's address or facsimile number specified in the Schedule, as varied by any Notice given by the recipient to the sender.
- 38.2 A Notice is deemed to be received:
- 38.2.1 if hand delivered, on delivery;
- 38.2.2 if sent by pre-paid post, two (2) Business Days after posting (or seven (7) Business Days after posting if posting to or from a place outside Australia);
- 38.2.3 if sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the entire Notice was sent to the recipient's facsimile number last notified by the recipient to the sender;
- 38.2.4 if sent by electronic communication, at the time deemed to be the time of receipt under the *Electronic Transactions Act 1999* (Cth) if the notice was being given under a Law of the Commonwealth of Australia.
- 38.3 However if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

### 39. COSTS

Each party must pay its own costs of preparing this agreement and any document required by it.

### 40. MAINTENANCE AND MARKETING PLANS

The Contractor warrants and agrees that it will at all times during the Term comply with its Maintenance Plan and Marketing Plan.

### 41. AGREEMENT IN PRINCIPLE

The parties acknowledge and agree that prior to this agreement they entered into a non-binding agreement (**Agreement in Principle**) on the terms set out in Annexure L that provided that they would agree to work towards a binding management agreement including certain conditions set out in the Agreement in Principle.

## SCHEDULE

<b>ITEM 1 Council</b>	District Council of Streaky Bay ABN 93 970 509 459 29 Alfred Terrace, Streaky Bay SA 5680 Chief Executive Officer Fax: 08 8626 1196 Email: ceo@streakybay.sa.gov.au Contact No: 08 8626 1001
<b>ITEM 2 Contractor</b>	Discovery Holiday Parks Pty Limited ACN 111 782 846 Level 2, 157 Grenfell Street, Adelaide SA 5000 Chief Executive Officer Fax: (08) 8231 2877 Email: admin@discoveryparks.com.au Contact No: (08) 8219 3000
<b>ITEM 3 Services</b>	The provision of management services at the Park, more specifically detailed in the Services Specification forming Annexure A.
<b>ITEM 4 Fee</b>	In accordance with the Financial Specification forming Annexure B.
<b>ITEM 5 Insurance Requirements</b>	<b>Public liability insurance</b> Minimum Amount: \$20 million
<b>ITEM 6 Commencement Date</b>	1 July 2017
<b>ITEM 7 Termination Date</b>	1 July 2020 subject to rights of renewal in clause 25
<b>ITEM 8 Confidential Sections</b>	Annexure B – Financial Specification Any Customer related information
<b>ITEM 9 Special Condition</b>	<b>Sale of Chattels</b> <ol style="list-style-type: none"> <li>1. The Council has agreed to sell and the Contractor has agreed to purchase the plant and equipment listed in Annexure J (<b>Chattels</b>) for Thirty Thousand Dollars (\$30,000.00) plus GST (<b>Purchase Price</b>).</li> <li>2. The Contractor will pay the Purchase Price to the Council on the Commencement Date.</li> <li>3. The Council warrants that it is the legal and beneficial owner of the Chattels.</li> <li>4. The Council makes no warranty or representation regarding the quality or the suitability of the Chattels.</li> </ol>

<b>ITEM 10 Renewal(s)</b>	One option to renew for three (3) years commencing on 1 July 2020 and expiring on 30 June 2023 One option to renew for three (3) years commencing on 1 July 2023 and expiring on 30 June 2026 One option to renew for three (3) years commencing on 1 July 2026 and expiring on 30 June 2029 One option to renew for three (3) years commencing on 1 July 2029 and expiring on 30 June 2032
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EXECUTED as an agreement

The common seal of DISTRICT COUNCIL OF STREAKY BAY was affixed in the presence of:



*[Signature]*  
Signature of Mayor  
TRAVIS M. BARBER  
Name of Mayor (print)

*[Signature]*  
Signature of Chief Executive Officer  
JOY HORTON  
Name of Chief Executive Officer (print)

Executed by:  
DISCOVERY HOLIDAY PARKS PTY LIMITED  
ACN 111 782 846  
pursuant to section 127 of the Corporations Act 2001:

*[Signature]*  
Signature of Director  
GRANT WILCKENS  
Name of Director (print)

*[Signature]*  
Signature of Director/Company Secretary (Please delete as applicable)  
MATTHEW LANG  
Name of Director/Company Secretary (print)

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## ANNEXURE A – SERVICES SPECIFICATION

### 1. OVERVIEW OF SERVICES SPECIFICATION

This specification sets out specific details regarding the Services to be provided under this agreement.

### 2. COUNCIL'S OBJECTIVES FOR THE PARK

The Council's objectives for the Park and this agreement are to:

- 2.1. ensure that the Park is available at all times for use by the community and visitors to the area;
- 2.2. ensure that the Park is operated and maintained in accordance with this agreement;
- 2.3. ensure that the standard of the facilities available at the Park are maintained to their current standard and to the extent possible greatly improved during the Term of this agreement;
- 2.4. ensure that the Park is operated and maintained to a high standard which encourages visitors to the area;
- 2.5. ensure that the Park is operated and maintained so that the Park's current four star rating is maintained and improved;
- 2.6. promote the health, safety and welfare of all persons engaged in or affected by or using the amenity created by the Park and the Services to ensure the provision of ongoing, effective communication and co- operation between the Council and the Contractor; and
- 2.7. fulfil the Council's obligations under the *Local Government Act 1999* (SA).

### 3. OPERATION OF THE PARK

The Contractor must generally operate the business of the Park and in accordance with the specific requirements set out in this Annexure A and the terms of the agreement generally.

### 4. DAYS AND HOURS OF OPERATION

- 4.1. The Contractor must ensure that the Park is open for use at all times.
- 4.2. The Contractor must ensure that the front office for the Park is open during the following times:
  - 4.2.1. during each High Season throughout the Term, on every day of every week between the hours of 8.00am and 8.00pm (both times inclusive);
  - 4.2.2. during each Low Season throughout the Term, on every day of every week between the hours of 8.00am and 6.00pm (both times inclusive); and

- 4.2.3. during each Mid Season throughout the Term, on every day of every week between the hours of 8.00am and 6.00pm (both times inclusive).
  - 4.3. The Contractor must ensure that the Contractor's Representative:
    - 4.3.1. is available at all times to address any issues arising in respect of the Park; and
    - 4.3.2. is contactable at all times for this purpose.
  - 4.4. The Contractor must ensure that a member of the Contractor's employees is nominated as the Park manager at all times and that that person is available on the Site at all times to address any issues arising in respect of the Park. The Contractor must ensure that the Council is notified of the contact details for all nominated Park managers.
5. **HIRING OUT OF THE PARK**
  - 5.1. The Contractor must take bookings for and grant licences to visitors to the Park for the occupation of caravans, camp sites, cabins and units at the Park.
  - 5.2. The Contractor must only charge the fees for the granting of licences to visitors to the Park for the occupation of caravan, camp sites, cabins and units at the Park set by the Council in conjunction with the Contractor and notified to the Contractor (as varied from time to time) (**Park Fees**).
  - 5.3. The Contractor must collect all Park Fees from visitors prior to each visitor's stay at the Park.
  - 5.4. The Contractor must issue receipts for all Park Fees paid and maintain a record of the same.
  - 5.5. The Contractor must deposit all Park Fees collected in the ADI nominated by the Council. The Contractor must deposit all Park Fees collected during the previous day on the next Business Day. If the next Business Day is not the next day, then all Park Fees collected since the deposited Park Fees must be deposited on the next Business Day.
  - 5.6. Immediately after deposit of the Park Fees in accordance with clause 5.5 of this Annexure A, the Contractor must hand deliver to the Council a daily cash report which details all financial information associated with the Park Fees deposited.
6. **CLEANING**
  - 6.1. The Contractor must ensure that the Park is kept clean and tidy to the standard expected of a four star rated caravan park.
  - 6.2. At a minimum, the Contractor must ensure that the Park is cleaned in accordance with the cleaning schedule forming Annexure D to this agreement.
7. **RUBBISH**
  - 7.1. The Contractor must ensure that all receptacles for waste, recyclables and other like materials on the Site are emptied as regularly as required to ensure

that no smells are emitted from such receptacles and to ensure that health and safety requirements and policies are adhered to.

- 7.2. At a minimum, the Contractor must ensure that all receptacles for waste, recyclables and other like materials on the Site are emptied in accordance with the schedule forming Annexure D to this agreement.
- 7.3. The Contractor must ensure that all receptacles in which waste recyclables and other like materials taken from individual receptacles on the Site are stored are emptied as regularly as required to ensure that no smells are emitted from such receptacles and to ensure that health and safety requirements and policies are adhered to.

## 8. PEST CONTROL

- 8.1. Subject to clause 8.2 of this Annexure A, the Contractor is responsible for undertaking all pest control required at the Park to ensure that the Park remains free of vermin and other pests at all times.
- 8.2. The Contractor will at its cost undertake an annual white ant inspection and treatment at the Park.

## 9. SOFTWARE

- 9.1. Council will, at the cost of the Contractor in all things (including necessary software) make available particular software for use by the Contractor to assist with the operation of the Park.
- 9.2. The Contractor must use all computer software provided for use at the Park by the Council including Boom Gate Software and New Books Software.
- 9.3. The Contractor is responsible for maintaining the website for the Park and acknowledges and agrees that Council will retain ownership of the domain name.

## 10. GARDENING

- 10.1. Subject to clause 10.4 of this Annexure A, the Contractor must keep all lawn and garden areas on the Site watered and maintained to a standard consistent with a four star rating or higher.
- 10.2. At a minimum, the Contractor must ensure that all gardens are maintained in accordance with the maintenance schedule forming Annexure E to this agreement.
- 10.3. In fulfilling its obligations pursuant to clause 10.1 of this Annexure A, the Contractor must ensure that it complies with all water restrictions in place from time to time during the Term as determined by the Government of South Australia.
- 10.4. The Council will be responsible for pruning all trees on the Site in accordance with its Tree Trimming Program (as varied from time to time).
- 10.5. The Contractor is responsible for maintenance, repair and running of all irrigation for the gardens and the lawn.

## 11. ABLUTIONS

- 11.1. The Contractor must ensure that all ablution blocks at the Park are cleaned as regularly as required to ensure that they remain in a condition which is acceptable for a four star rated caravan park.
- 11.2. At a minimum, the Contractor must ensure that all ablution blocks are cleaned in accordance with the cleaning schedule forming Annexure D to this agreement.

## 12. REPAIRS AND MAINTENANCE

- 12.1. The Contractor is responsible for undertaking all repairs and maintenance at the Park that are required to ensure that the Park remains in good condition and repair to a standard commensurate with the four star rating for the Park.
- 12.2. Without limiting clause 12.1 of this Annexure A, the Contractor must undertake the maintenance and repairs detailed in Annexure E to this agreement.
- 12.3. The Contractor must complete all repairs and maintenance at the Park as soon as practicable after the need for such repairs and maintenance arises.
- 12.4. All fixtures and fittings at the Park must be repaired or replaced by the Contractor when the need arises to a standard commensurate with the standard of such fixtures and fittings at the Commencement Date.

## 13. DAMAGE TO THE PARK

The Contractor must immediately repair any damage caused to the Park or the Council's Equipment by any act or omission of the Contractor, the Contractor's Staff or subcontractors or a patron of the Park.

## 14. LAUNDRY

- 14.1. The Contractor must undertake all laundering requirements for the Park, including linen, curtains, tea towels and towels for use in cabins and units at the Park.
- 14.2. The Contractor must ensure that packs of linen are made available for hire by patrons of the Park utilising budget accommodation. The Contractor must undertake all laundering of the linen in these linen packs.

## 15. PROVISION OF EQUIPMENT

- 15.1. Without limiting clause 7.7 of this agreement, the Contractor must at its cost provide all consumables required to stock the office, ablution blocks, accommodation, kitchens, barbecue facilities and games room at the Park.
- 15.2. The Contractor must provide a 'Fill and Go' gas service

## 16. SECURITY

- 16.1. The Contractor must ensure that security of access to the Park, caravans and other areas within the Park is maintained at all times.



- 16.2. The Contractor must ensure that security measures in place at the Park are used by the Contractor and all visitors to the Park, including security boom gates and keys to all locks.
- 16.3. The Contractor must provide Council with a register of keys and a master key that it will hold off site for use in an emergency only.

## 17. **ADVERTISING**

- 17.1. The Contractor is responsible for arranging advertising and promotional material for the Park.
- 17.2. The Contractor must make available to the public and display at the Park all promotional and tourist material provided to it for this purpose by the Council.

## 18. **PARK RULES**

- 18.1. The Council may make, revoke and vary rules for the Park (**Park Rules**).
- 18.2. The Contractor must comply with and enforce compliance by visitors to the Park, with the Park Rules.
- 18.3. The Contractor must supervise the conduct of all persons (both licensees of the Park and all other persons) at the Park to ensure compliance with the Park Rules.
- 18.4. The Contractor must ensure that a copy of the Park Rules is made available in a prominent location or locations at the Park.
- 18.5. As at the date of this agreement, the Park Rules in force are those set out in Annexure G to this agreement.
- 18.6. If there is any inconsistency between the terms of this agreement and the Park Rules then the terms of this agreement prevail.

## 19. **RECORDS AND FINANCIAL STATEMENTS**

- 19.1. The Contractor must keep accurate and up to date records relating to its operation and management of the Park, including:
  - 19.1.1. details of all bookings made at the Park;
  - 19.1.2. details of all licences granted to visitors to occupy caravans, camp sites, cabins and units at the Park, including the number of people who occupy each site and when and for how many days each visitor or group of visitors occupied a caravan, camp site, cabin or unit;
  - 19.1.3. copies of all written feedback received from visitors to the Park and written records of all verbal feedback received from visitors to the Park; and
  - 19.1.4. financial records.
- 19.2. The Contractor must supply to the Council on or before the seventh day of each month, a report to be considered at a meeting of the elected members of the Council which at a minimum includes:

- 
- 19.2.1. a summary of the information required to be maintained under clauses 19.1.1 – 19.1.3 of this Annexure A for the preceding month;
  - 19.2.2. commentary on trends identified in occupancy rates at the Park;
  - 19.2.3. commentary on any relevant industry trends or updates; and
  - 19.2.4. a summary of aged debtors and a commentary on the actions taken by the Contractor to manage these.
- 19.3 Upon any reasonable request by the Council, the Contractor must provide the Council with copies of any records kept by the Contractor pursuant to clause 19.1 of this Annexure A and any other information relating to the operation of the Park by the Contractor.

## 20. **ATTENDANCE AT MEETINGS**

- 20.1. The Contractor must attend all meetings requested by the Council to carry out inspections of the Park and discuss matters relevant to the Park.
- 20.2. The Contractor must on request by the Council attend meetings held by the elected members of the Council.

## ANNEXURE B – FINANCIAL SPECIFICATION

### 1. PAYMENT OF THE FEE

- 1.1. The Fee payable by the Council to the Contractor is 63.5% of the Park Fees collected and deposited by the Contractor in accordance with clause 5 of Annexure A which are payments collected in accordance with clause 5.2 of Annexure A for the occupation of a site, caravan or cabin at the Park or for the payment of associated services actually received at the Park.
- 1.2. For the avoidance of doubt, in the calculation of the Fee, deposits accepted by the Contractor to reserve a site, caravan or cabin at the Park at some time in the future are not to be taken into account in the calculation of the Fee unless and until such deposits are actually applied towards full payment of a site, caravan, cabin or service used at the Park when full payment is collected in accordance with clause 5.2 of Annexure A.
- 1.3. Within five (5) Business Days of each month, the Contractor must provide to the Council a Tax Invoice in respect of the Fee payable by the Council for the previous month.
- 1.4. The Tax Invoice must contain the following information:
  - 1.4.1. the period to which the Tax Invoice relates (**relevant period**);
  - 1.4.2. the Fee claimed for the provision of the Services by the Contractor for the relevant period, including reasonable details of any calculations carried out to determine this amount;
  - 1.4.3. the total amount of Park Fees collected and deposited by the Contractor in accordance with clause 5 of Annexure A during the relevant period;
  - 1.4.4. the amount of Park Fees which are deposits as described in clause 1.2 of this Annexure B and the balance once this amount has been deducted from the total Park Fees for the relevant period.
- 1.5. The Council will pay the Contractor the amount of the Fee set out in any Tax Invoice within thirty (30) days of the end of the month in which the invoice is issued.
- 1.6. If there is a dispute about a Tax Invoice, such dispute will be determined in accordance with clause 30.
- 1.7. The Council may set off against any amount due and payable by it to the Contractor, any amount due and payable under this agreement by the Contractor to the Council.

### 2. PAYMENT OF EXPENSES BY THE CONTRACTOR

The Contractor is responsible for payment of the following expenses:

- 2.1. Outgoings, Rates, Taxes and utilities as set out in clause 21 of this agreement;
- 2.2. all wages payable to the Contractor's Staff;

- 2.3. all repairs and maintenance of the Park that are not of a structural nature;
- 2.4. all consumables used for the provision of the Services at the Park, including but not limited to consumables in the ablution facilities at the Park, cleaning products to clean the Park and all consumables used in the front office at the Park;
- 2.5. all costs for the use of the telephone;
- 2.6. all costs of insurances required to be held and maintained by the Contractor pursuant to this agreement;
- 2.7. all other amounts that are otherwise specifically payable by the Contractor pursuant to this agreement.

## **ANNEXURE C – COUNCIL'S EQUIPMENT**

Council own the following equipment in the caravan park:

- None.

## ANNEXURE D – CLEANING SCHEDULE

Cabin Maintenance Tasks												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Clean Air con filters/vents	M	M	M	M	M	M	M	M	M	M	M	M
Clean and check irons	W	W	W	W	W	W	W	W	W	W	W	W
Test all lights, electrical sockets and replace blown globes	Q			Q			Q			Q		
Clean insects from lights	M	M	M	M	M	M	M	M	M	M	M	M
Check toilet seats and pans	W	W	W	W	W	W	W	W	W	W	W	W
Replace tap washers	As - Required											
Attend to all loose fittings (towel rails, toilet roll holders etc)	D	D	D	D	D	D	D	D	D	D	D	D
Check - Rehang and oil internal doors and cupboard doors								Y				
Lubricate window winders			Q			Q			Q			Q
Clean all window and sliding door tracks	Q			Q			Q			Q		
Clean exhaust fans			Q			Q			Q			Q
Adjust/Fix oven & grill door hinges					Y							
Defrost fridge freezers	B						B					
Attend to blinds	W	W	W	W	W	W	W	W	W	W	W	W
Paint internal walls (scuff marks, scratches, chips, fill holes)	As - Required											
Paint door frames and skirting boards	As - Required											
Re-grout wall and floor tiles	As - Required											
Silicon kitchen benchtops and bathroom wet areas	As - Required											
Fix/rehang shower doors	As - Required											
Clean gutters						B						B
Inspect handrails, steps, walkways, verandahs			B						B			
Sand and paint decks, steps, handrails and balustrades, affix loose pailings	As - Required											
Check and if required Replace torn flyscreens			Q			Q			Q			Q
Wash down outside cabins						B						B
Catalogue any replacements or fixes requiring council purchase order	M	M	M	M	M	M	M	M	M	M	M	M
Ceiling fans			Q			Q			Q			Q
	D - Daily		W - Weekly		M - Monthly		Q - Quarterly	BI A - Bi Annually		Y - Yearly	As - Required	

## ANNEXURE E – MAINTENANCE PLAN

Grounds Tasks												
Details	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Lawn mowing & edging	W	W	W	W	W	W	W	W	W	W	W	W
Weed Poisoning		Q			Q			Q			Q	
Trimming Hedges & Trees	M	M	M	M	M	M	M	M	M	M	M	M
Raking Leaves	W	W	W	W	W	W	W	W	W	W	W	W
Check replace and Empty Bins as required between pickups	D	D	D	D	D	D	D	D	D	D	D	D
Storm water drains clean			Q			Q			Q			Q
Garden bed mulching		Q			Q			Q			Q	
Litter pick up	D	D	D	D	D	D	D	D	D	D	D	D
Cabin Gutter cleaning					BI A						BI A	
Clean and check safe operation of BBQ's	D	D	D	D	D	D	D	D	D	D	D	D
Clean amenities and laundry following procedures	D	D	D	D	D	D	D	D	D	D	D	D
Inspect and spot clean amenities and laundry	D	D	D	D	D	D	D	D	D	D	D	D
Clean and sterilise kitchen benches	D	D	D	D	D	D	D	D	D	D	D	D
Clean Ovens and cooktops	D	D	D	D	D	D	D	D	D	D	D	D
Clean camp kitchen fridge and check temp	D	D	D	D	D	D	D	D	D	D	D	D
Carry out security inspection of the Park	M	M	M	M	M	M	M	M	M	M	M	M
Collection of recyclables around park	W	W	W	W	W	W	W	W	W	W	W	W
Inspect Rubbish Bins for overflow etc	W	W	W	W	W	W	W	W	W	W	W	W
Sullage points ( dump point) Sewage pump station inspections			Q			Q			Q			Q
Water meter reading	D	D	D	D	D	D	D	D	D	D	D	D
Daily check ins - check sites & accomodation (pre arrivals)	D	D	D	D	D	D	D	D	D	D	D	D
Playground check - visual	D	D	D	D	D	D	D	D	D	D	D	D
Maintain Gardens at Park Entrance/Exit	D	D	D	D	D	D	D	D	D	D	D	D
Set out Wheelie bins for collection	W	W	W	W	W	W	W	W	W	W	W	W
Blow out car park area and cabin access road	D	D	D	D	D	D	D	D	D	D	D	D
Maintain Gardens Around Amenities Blocks	M	M	M	M	M	M	M	M	M	M	M	M
Assess the safety of Park roads and pathways	M	M	M	M	M	M	M	M	M	M	M	M
Check appropriate PPE available and worn	D	D	D	D	D	D	D	D	D	D	D	D
Inspect for clutter and stored rubbish under accomodation			Q			Q			Q			Q
Review road maintenance and fill potholes		Q			Q			Q			Q	
Check perimeter fencing		BI A					BI A					
Trim bushes around air conditioning units	Q			Q			Q			Q		
Weed spray gardens	Q			Q			Q			Q		
Inspect posts and paint where required			Q			Q			Q			Q
Whipper snip around buildings	M	M	M	M	M	M	M	M	M	M	M	M
Clean gutters	BI A						BI A					
<b>Legend</b>	D - Daily	W - Weekly	M - Monthly	Q - Quarterly	BI A - Bi Annually	Y - Yearly						

## ANNEXURE F – PARK RULES

Compliance Tasks													
Details	Jan	Feb	Mar	Apr	Ma	Jun	July	Aug	Sep	Oct	Nov	Dec	Year
Inspect Chemical Storage area for tidiness, leakage, ventilation	31	28	31	30	31	30	31	31	30	31	30	31	365
Check safe area of LPG decanting area and equipment	5	4	4	4	5	4	4	4	5	4	4	5	52
Check pool safety rules prominent display for guests	0	0	0	0	0	0	0	0	0	0	0	0	0
Inspect Park trees for safety - Ref Council if required	1	1	1	1	1	1	1	1	1	1	1	1	12
Check availability and condition of PPE	1	1	1	1	1	1	1	1	1	1	1	1	12
Inspect LPG storage tank and cylinders for safe storage and leaks	1	1	1	1	1	1	1	1	1	1	1	1	12
Check all pool signage is present and in good condition.	0	0	0	0	0	0	0	0	0	0	0	0	0
Carry out the push button test of RCDs	1	0	0	1	0	0	1	0	0	1	0	0	4
Inspect condition & function of all site powerheads.	1	0	0	1	0	0	1	0	0	1	0	0	2
Remove saplings from base of trees	0	0	0	1	0	0	0	0	0	1	0	0	2
Insecticide Spraying - Amenities Blocks	0	0	0	1	0	0	0	0	0	1	0	0	2
Insecticide Spraying - Cabins	0	0	0	1	0	0	0	0	0	1	0	0	2
Conduct an equipment check of First Aid Kits	1	0	0	1	0	0	1	0	0	1	0	0	4
Inspect fire fighting equipment for defects or damage.	1	0	0	1	0	0	1	0	0	1	0	0	4
Arrange contractors to inspect fire fighting equip	1	0	0	0	0	0	1	0	0	0	0	0	2
Test all smoke detectors.	1	0	0	0	0	0	1	0	0	0	0	0	2
Replace batteries in smoke detectors	1	0	0	0	0	0	0	0	0	0	0	0	1
Review hazardous chemical register up tp date	0	0	0	0	1	0	0	0	0	0	0	0	1
Check wheels of housekeeping tolleys for easy operation	0	0	0	0	1	0	0	0	0	0	0	0	1
Check Dangerous Goods Licence current	0	0	0	0	1	0	0	0	0	0	0	0	1
Conduct fire and emergency evacuation drill	0	0	0	0	1	0	0	0	0	0	0	0	1
Review training of emergency evacuation wardens	0	0	0	0	1	0	0	0	0	0	0	0	1
Review Emergency Response Plan	0	0	0	0	1	0	0	0	0	0	0	0	1
Park Fire Safety Inspection by Council	0	0	0	0	1	0	0	0	0	0	0	0	1
Review Emergency Diagram Maps in all Cabins	0	0	0	0	1	0	0	0	0	0	0	0	1
Carry out an active to earth test of Park RCDs	0	0	0	0	1	0	0	0	0	0	0	0	1
Tag and test all Park extension leads	0	0	0	0	1	0	0	0	0	0	0	0	1
Test and tag all Park electrical mach. and equip.	0	0	0	0	1	0	0	0	0	0	0	0	1
Test and tag elect appliances in accommodation	Biannually												
Arrange inspection of Park trees by Arborist	Council to do												



## ANNEXURE G – PARK RULES

# Welcome to Streaky Bay Foreshore Tourist Park

The following information and guidelines are provided to ensure visitors to our Tourist Park have an enjoyable stay.

### Fee

Please ensure that all fees are paid in advance.

### Parking

All van and trailer drawbars must be toward the edge of the road

### Check In/Out

Site fees are calculated until 10.00am on the day of departure. If your travel arrangements are inconvenienced by these times please contact Park Management to make alternative arrangements. Check in on park accommodation from 2.00pm.

### Vehicles

The safety of our customers is of prime importance. You can assist our cause by limiting the speed of your vehicle to 8 kilometres whilst within the Park. Please contact Park Management if you wish to repair a vehicle on site. Please keep all vehicles within the boundaries of your own site, and do not park on other sites. 1 Vehicle per site only.

### Children

The park and its facilities are provided for the enjoyment of you and your children. The supervision of your children is important for their safety and to ensure they do not disturb other people in the park. Children must be accompanied by an adult when visiting the amenities.

### Skateboards, Roller Skates and Roller Blades

The Manager will provide information to guests regarding the nearest safe area available for children to use skateboards, roller skates etc. For the benefit of our customers these items are not to be used within the park grounds. Bicycles/scooters may be ridden in the park during daylight hours providing the rider is wearing a safety helmet.

### Your Site

Please keep your site tidy and use the facilities provided for drying clothes, discharge of sullage water and rubbish disposal, we ask that you do not tie ropes or secure tarps from our trees. Please do not dig trenches on or around your site. Unfortunately no open fires are permitted on your site.

### Noise

The peaceful enjoyment of our park and its facilities by all visitors is important to us. Please assist by being considerate to your neighbours' and restrict noise from radios, televisions and social gatherings after 10.00pm and before 6.00am.

### Mail/ Messages

Messages will be placed on the notice boards except for urgent messages, which will be delivered to your site. A night bell is located outside of the park office for emergency afterhours contact.

### Securing your Site

While Park Managers do their best to ensure a safe and secure environment, we do recommend that visitors to the park take the precaution of securing items of value left outside their tent, caravan or cabin during the day and overnight.

### Pets

Small dogs are allowed when booking sites only, pets are not permitted to be brought into the park when booking cabins.

### Washing of Boats/Vehicles

Water Restrictions Apply. Please check with the office as to current water restriction status. Heavy fines apply for washing of cars and boats during some levels of water restrictions. Boat owners are permitted to flush out motors and rinse off metal trailers to prevent corrosion using a hand held hose fitted with a trigger nozzle.

### Smoking

Smoking is not permitted within 4 metres of any public area, please refrain from smoking in the public amenities, laundries, camp kitchen, cabins and TV room.

### Emergencies/Emergency Evacuation

Please take the time to familiarize yourself with the emergency evacuation plans displayed in amenities and cabins. The park map also details emergency assembly points.

Park Management reserves the right to direct any park patron (including their guests, visitors and invitees) to leave the park if that person refuses to comply with the park rules, causes a nuisance, or interferes with the use and enjoyment of the park.

ANNEXURE H – PLAN



## ANNEXURE I – MARKETING PLAN

### Marketing Plan Outline – Discovery Parks – Streaky Bay Foreshore Tourist Park



## DISCOVERY HOLIDAY PARKS

### MARKETING PLAN OUTLINE – DISCOVERY PARKS – STREAKY BAY

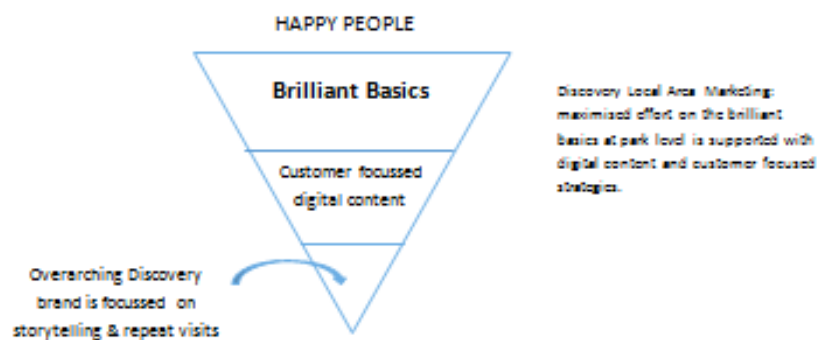
## 1. INTRODUCTION

### Aim

The aim of this marketing plan is to confirm the shared objectives of Discovery Parks and Council, outlining the key strategies and actions that will enable us to drive business into the park and build brand and product awareness.

## 2. DISCOVERY'S MARKETING MODEL

Discovery Parks operates a marketing model designed with the local area in mind. With happy people as our core business objective, we invert the traditional marketing pyramid and implement local area marketing that has the coalface of park operation at the fore.



Discovery's marketing is simple: strong awareness of the destination and Discovery Parks – Streaky Bay Foreshore Tourist Park (Discovery Parks – Streaky Bay) will lead to customer engagement, particularly online which in turn will drive loyalty to the parks, repeat visitation and ultimately growth in the parks occupancy and yield.

## 3. OBJECTIVES

The objective of the initial marketing plan is to increase park occupancy and revenue through building strong relationships and engaging with the local community to position Discovery Parks – Streaky Bay as an integral part of the Streaky Bay experience through achieving outlined key indicators.

Our shared goal is to increase turnover through:

- Increase average length of stay
- Introduce new market segments to the park and region
- Create new reasons to visit the park and region
- Seek opportunities to increase value proposition and tariff

## DISCOVERY HOLIDAY PARKS

### MARKETING PLAN OUTLINE – DISCOVERY PARKS – STREAKY BAY

- Extend seasonal shoulder occupancy
- Improve customer experience through delivery of 'Brilliant Basics'

#### 4. KEY INDICATORS OF SUCCESS

Our marketing success hinges on the success of the park business overall. We also incorporate customer satisfaction ratings and growth in marketing indicators as performance pointers too, benchmarking current performance and setting shared goals.

Some examples of key indicators include:

- Customer satisfaction – Net promoter scores and online travel reviews (Review Pro)
- Increase occupancy
- Engagement growth – Social media following and database engagement in eDM activity
- Repeat customers / loyalty – repeat customer bookings

#### 5. RESPONSIBILITIES

Discovery will ensure staff complete all marketing activities in accordance with the policy and procedures contained within this operational plan and in accordance with Discovery's Quality Management System 'The Discovery Way'. Park Managers are required to ensure the quality standards as identified in this operational plan are met.

#### 6. PROMOTION/ MARKETING STRATEGIES

##### BRILLIANT BASICS

Our approach to Brilliant Basics covers four main areas:

1. Pricing and Packaging
2. Promotion
3. Repeat Business and Loyalty
4. Keeping it Local: great in park experiences

##### Pricing and packaging

**Keeping it Local:** Develop relationships with local suppliers and attractions to build packages that allow us to position parks based on type of experience offered to guests with a particular focus on keeping it distinctly local and driving occupancy in shoulder periods.

**Competition Monitoring:** Pricing is monitored on an ongoing basis versus competitors. We can provide competitor analysis in order to compare Discovery Parks – Streaky Bay's pricing versus competitors based on third party and online travel agent pricing.

Discovery Parks will work closely with council to ensure that pricing remains in line with the value proposition and remain competitive in the market place.

## DISCOVERY HOLIDAY PARKS

### MARKETING PLAN OUTLINE – DISCOVERY PARKS – STREAKY BAY

#### Promotion

**Advertising and PR:** Discovery Parks places a heavy focus on digital advertising, with the ability to target, personalise and measure campaigns. We have a retail focussed strategy, which aims to increase brand awareness while still driving a call to action. Through being aligned with the Discovery Parks brand, the park will organically benefit from Discovery branded campaigns running through the year.

**Discovery Holiday Parks Website:** Through being listed on [www.discoveryholidayparks.com.au](http://www.discoveryholidayparks.com.au), Discovery Parks – Streaky Bay will benefit from the 60,000+ average weekly visits to the Discovery Holiday Parks website, including the traffic generated through targeted search terms (SEM).

**Third Party Channels:** Being flexible on pricing and promotion on third party channels allows us to leverage of online travel agents' (OTAs) huge databases. OTAs such as Expedia and Booking.com provide us with a channel to generate additional revenue and occupancy with a range of tools available to maximise the park's presence in search results.

**Social Media:** Discovery Holiday Parks has a following of over 80,000 on Facebook and Instagram combined, this channel is continually engaging our social community and social media influencers, driving traffic to the Discovery Holiday Parks website.

#### Repeat business:

**Direct Communications:** We aim to encourage repeat business through increasing engagement levels of past guests and e-news subscribers.

**Net Promoter Score (NPS):** Net Promoter Score (NPS) is the most widely used measure of customer satisfaction. Many businesses have been able to directly link growth in NPS with growth in business profitability. Discovery has been successfully measuring NPS for nearly 18 months. Discovery would like to implement and report the same system across Discovery Parks – Streaky Bay. Discovery can benchmark the park against our wider portfolio and make customer reviews and satisfaction a key target KPI.

#### Keeping it Local: great in park experiences:

**Events:** We will leverage off local events that will bring people to the region. We will build on existing successful local partnerships to offer guests reasons to travel more broadly, stay longer and spend more. We will leverage events through aligning the park with the event. This can be done through sponsorships, in-park activations or packaging.

Example: Sponsoring a local fishing competition and positioning the park as the preferred accommodation for competitors and spectators.

**Entertainment / In Park Activities:** Traditionally many park operators focus on providing in-park entertainment and activities in peak season to provide a huge amount of in-park activities. While this

## DISCOVERY HOLIDAY PARKS

### MARKETING PLAN OUTLINE – DISCOVERY PARKS – STREAKY BAY

may contribute to better guests' satisfaction, it does not necessarily increase occupancy or revenue as the parks are generally full in peak seasons. There is an opportunity to focus more on in-park activities during shoulder seasons to encourage people to stay at our parks outside of peak seasons.

## 7. ACTION PLAN

### Key activities:

- Establish Discovery Parks – Streaky Bay web page on Discovery Parks website
- Update Discovery Parks national and state guides to include Discovery Parks – Streaky Bay
- Incorporate into Discovery Parks national campaign activity
- Incorporate in SA Based park to park referral program
- Distribution – Focus on 30 day booking lead time to fill remaining occupancy through OTA channels
- Famils – host media and local influencers including visitor information centres to create content and share the story of the Streaky Bay experience
- Signage – update park signage to align with Discovery Parks branding
- Referral program – integrate park into Discovery Parks' inter park referral booking program
- SEM – implement paid search terms targeting Streaky Bay accommodation search words
- eDM – email to Discovery Parks national database to promote Streaky Bay addition to portfolio
- Instigate actions for regional corporate business development
- Communicate with parks past guests in relation to change of management
- Promote activity through South Aussie with Cosi (Discovery as program sponsors)
- Amplify promotion of park through Family Parks network
- Targeting Special interest groups (Caravan Clubs, Fishing 4WD etc)

## ANNEXURE J – CHATTELS

CARAVAN PARK ASSETS - DRAFT						
asset_id	asset_type	manufacturer	model	location	site	department
473	Mattress	Unknown	Single	Caravan Park	Cabin 1	Brick Cabins
489	Ensemble bed and mattress	Unknown	Queen	Caravan Park	Cabin 1	Brick Cabins
506	Mattress	Unknown	Single	Caravan Park	Cabin 1	Brick Cabins
558	Refrigerator	Fisher & Paykel	Unknown	Caravan Park	Cabin 1	Brick Cabins
559	Microwave	Sharp	Unknown	Caravan Park	Cabin 1	Brick Cabins
560	Stove	Chef	Unknown	Caravan Park	Cabin 1	Brick Cabins
563	Table	Unknown	Unknown	Caravan Park	Cabin 1	Brick Cabins
564	Chair	Unknown	Unknown	Caravan Park	Cabin 1	Brick Cabins
565	Chair	Unknown	Unknown	Caravan Park	Cabin 1	Brick Cabins
566	Chair	Unknown	Unknown	Caravan Park	Cabin 1	Brick Cabins
567	Chair	Unknown	Unknown	Caravan Park	Cabin 1	Brick Cabins
568	Couch	Unknown	Unknown	Caravan Park	Cabin 1	Brick Cabins
569	Television	Hisense	Unknown	Caravan Park	Cabin 1	Brick Cabins
570	Television Cabinet	Unknown	Unknown	Caravan Park	Cabin 1	Brick Cabins
571	VAST Box	Altech	Unknown	Caravan Park	Cabin 1	Brick Cabins
572	DVD BluRay Player	LG	Unknown	Caravan Park	Cabin 1	Brick Cabins
573	Bedside Table	Unknown	Unknown	Caravan Park	Cabin 1	Brick Cabins
574	Bedside Table	Unknown	Unknown	Caravan Park	Cabin 1	Brick Cabins
575	Bed	Unknown	Unknown	Caravan Park	Cabin 1	Brick Cabins
692	Outdoor Setting	Unknown	Unknown	Caravan Park	Cabin 1	Brick Cabins
698	AirConditioner	Fujitsu	Unknown	Caravan Park	Cabin 1	Brick Cabins
705	Water Softener	Unknown	Unknown	Caravan Park	Cabin 1	Brick Cabins
333	Refrigerator	Unknown	Unknown	Caravan Park	Cabin 10	Standard Cabins
334	Television	LG	Unknown	Caravan Park	Cabin 10	Standard Cabins
335	Table	Unknown	Unknown	Caravan Park	Cabin 10	Standard Cabins
336	Chair	Unknown	Unknown	Caravan Park	Cabin 10	Standard Cabins
337	Chair	Unknown	Unknown	Caravan Park	Cabin 10	Standard Cabins
338	Chair	Unknown	Unknown	Caravan Park	Cabin 10	Standard Cabins
339	Chair	Unknown	Unknown	Caravan Park	Cabin 10	Standard Cabins
340	Chair	Unknown	Unknown	Caravan Park	Cabin 10	Standard Cabins
341	Mattress	Unknown	Double	Caravan Park	Cabin 10	Standard Cabins
342	Mattress	Unknown	Single	Caravan Park	Cabin 10	Standard Cabins
343	Mattress	Unknown	Single	Caravan Park	Cabin 10	Standard Cabins
344	Mattress	Unknown	Single	Caravan Park	Cabin 10	Standard Cabins
345	Mattress	Unknown	Single	Caravan Park	Cabin 10	Standard Cabins
617	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 10	Standard Cabins
620	VAST Box	Altech	Unknown	Caravan Park	Cabin 10	Standard Cabins
621	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 10	Standard Cabins
320	Refrigerator	Westinghouse	Unknown	Caravan Park	Cabin 11	Standard Cabins
321	Television	Hisense	Unknown	Caravan Park	Cabin 11	Standard Cabins
322	VAST Box	Unknown	Unknown	Caravan Park	Cabin 11	Standard Cabins
323	Table	Unknown	Unknown	Caravan Park	Cabin 11	Standard Cabins
324	Chair	Unknown	Unknown	Caravan Park	Cabin 11	Standard Cabins
325	Chair	Unknown	Unknown	Caravan Park	Cabin 11	Standard Cabins
326	Chair	Unknown	Unknown	Caravan Park	Cabin 11	Standard Cabins
327	Chair	Unknown	Unknown	Caravan Park	Cabin 11	Standard Cabins
328	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 11	Standard Cabins
329	Mattress	Unknown	Double	Caravan Park	Cabin 11	Standard Cabins
330	Mattress	Unknown	Single	Caravan Park	Cabin 11	Standard Cabins
331	Mattress	Unknown	Single	Caravan Park	Cabin 11	Standard Cabins
332	Mattress	Unknown	Single	Caravan Park	Cabin 11	Standard Cabins
614	Couch	Unknown	Unknown	Caravan Park	Cabin 11	Standard Cabins
615	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 11	Standard Cabins
616	Microwave	Sharp	Unknown	Caravan Park	Cabin 11	Standard Cabins
306	Refrigerator	Westinghouse	Unknown	Caravan Park	Cabin 12	Standard Cabins
307	Microwave	Sharp	Unknown	Caravan Park	Cabin 12	Standard Cabins
308	Television	TEAC	Unknown	Caravan Park	Cabin 12	Standard Cabins
309	VAST Box	Unknown	Unknown	Caravan Park	Cabin 12	Standard Cabins
310	Table	Unknown	Unknown	Caravan Park	Cabin 12	Standard Cabins



311	Chair	Unknown	Unknown	Caravan Park	Cabin 12	Standard Cabins
312	Chair	Unknown	Unknown	Caravan Park	Cabin 12	Standard Cabins
313	Chair	Unknown	Unknown	Caravan Park	Cabin 12	Standard Cabins
314	Chair	Unknown	Unknown	Caravan Park	Cabin 12	Standard Cabins
315	Mattress	Unknown	Double	Caravan Park	Cabin 12	Standard Cabins
316	Mattress	Unknown	Single	Caravan Park	Cabin 12	Standard Cabins
317	Mattress	Unknown	Single	Caravan Park	Cabin 12	Standard Cabins
318	Mattress	Unknown	Single	Caravan Park	Cabin 12	Standard Cabins
319	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 12	Standard Cabins
612	Couch	Unknown	Unknown	Caravan Park	Cabin 12	Standard Cabins
613	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 12	Standard Cabins
576	Refrigerator	Westinghouse	Unknown	Caravan Park	Cabin 14	Standard Cabins
577	Television	Hisense	Unknown	Caravan Park	Cabin 14	Standard Cabins
578	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 14	Standard Cabins
579	VAST Box	Altech	Unknown	Caravan Park	Cabin 14	Standard Cabins
580	Chair	Unknown	Unknown	Caravan Park	Cabin 14	Standard Cabins
581	Chair	Unknown	Unknown	Caravan Park	Cabin 14	Standard Cabins
582	Chair	Unknown	Unknown	Caravan Park	Cabin 14	Standard Cabins
583	Chair	Unknown	Unknown	Caravan Park	Cabin 14	Standard Cabins
584	Couch	Unknown	Unknown	Caravan Park	Cabin 14	Standard Cabins
604	Table	Unknown	Unknown	Caravan Park	Cabin 14	Standard Cabins
605	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 14	Standard Cabins
606	Microwave	Sharp	Unknown	Caravan Park	Cabin 14	Standard Cabins
858	Mattress	Unknown	Double	Caravan Park	Cabin 14	Standard Cabins
859	Mattress	Unknown	Single	Caravan Park	Cabin 14	Standard Cabins
860	Mattress	Unknown	Single	Caravan Park	Cabin 14	Standard Cabins
861	Mattress	Unknown	Single	Caravan Park	Cabin 14	Standard Cabins
458	Television	Panasonic	Unknown	Caravan Park	Cabin 15	Standard Cabins
459	VAST Box	Unknown	Unknown	Caravan Park	Cabin 15	Standard Cabins
460	Refrigerator	Westinghouse	Unknown	Caravan Park	Cabin 15	Standard Cabins
461	Table	Unknown	Unknown	Caravan Park	Cabin 15	Standard Cabins
462	Chair	Unknown	Unknown	Caravan Park	Cabin 15	Standard Cabins
463	Chair	Unknown	Unknown	Caravan Park	Cabin 15	Standard Cabins
464	Chair	Unknown	Unknown	Caravan Park	Cabin 15	Standard Cabins
465	Chair	Unknown	Unknown	Caravan Park	Cabin 15	Standard Cabins
643	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 15	Standard Cabins
644	Couch	Unknown	Unknown	Caravan Park	Cabin 15	Standard Cabins
645	Microwave	Sharp	Unknown	Caravan Park	Cabin 15	Standard Cabins
646	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 15	Standard Cabins
292	Table	Unknown	Unknown	Caravan Park	Cabin 16	Standard Cabins
293	Chair	Unknown	Unknown	Caravan Park	Cabin 16	Standard Cabins
294	Chair	Unknown	Unknown	Caravan Park	Cabin 16	Standard Cabins
295	Chair	Unknown	Unknown	Caravan Park	Cabin 16	Standard Cabins
296	Chair	Unknown	Unknown	Caravan Park	Cabin 16	Standard Cabins
297	Television	Hisense	Unknown	Caravan Park	Cabin 16	Standard Cabins
298	VAST Box	Unknown	Unknown	Caravan Park	Cabin 16	Standard Cabins
299	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 16	Standard Cabins
300	Refrigerator	Kelvinator	Unknown	Caravan Park	Cabin 16	Standard Cabins
301	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 16	Standard Cabins
302	Mattress	Unknown	Double	Caravan Park	Cabin 16	Standard Cabins
303	Mattress	Unknown	Single	Caravan Park	Cabin 16	Standard Cabins
304	Mattress	Unknown	Single	Caravan Park	Cabin 16	Standard Cabins
305	Mattress	Unknown	Single	Caravan Park	Cabin 16	Standard Cabins
611	Microwave	Sharp	Unknown	Caravan Park	Cabin 16	Standard Cabins
85	Television	LG	Unknown	Caravan Park	Cabin 17	Standard Cabins
86	Refrigerator	Kelvinator	Unknown	Caravan Park	Cabin 17	Standard Cabins
87	Microwave	LG	Unknown	Caravan Park	Cabin 17	Standard Cabins
88	Table	Unknown	Unknown	Caravan Park	Cabin 17	Standard Cabins
89	Chair	Unknown	Unknown	Caravan Park	Cabin 17	Standard Cabins
90	Chair	Unknown	Unknown	Caravan Park	Cabin 17	Standard Cabins
282	Chair	Unknown	Unknown	Caravan Park	Cabin 17	Standard Cabins
283	Chair	Unknown	Unknown	Caravan Park	Cabin 17	Standard Cabins
284	VAST Box	Unknown	Unknown	Caravan Park	Cabin 17	Standard Cabins
285	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 17	Standard Cabins
286	Bed	Unknown	Unknown	Caravan Park	Cabin 17	Standard Cabins
287	Mattress	Unknown	Single	Caravan Park	Cabin 17	Standard Cabins

288	Mattress	Unknown	Single	Caravan Park	Cabin 17	Standard Cabins
289	Mattress	Unknown	Single	Caravan Park	Cabin 17	Standard Cabins
290	Mattress	Unknown	Double	Caravan Park	Cabin 17	Standard Cabins
291	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 17	Standard Cabins
609	Couch	Unknown	Unknown	Caravan Park	Cabin 17	Standard Cabins
610	Couch	Unknown	Unknown	Caravan Park	Cabin 17	Standard Cabins
402	Television	Hisense	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
403	DVD BluRay Player	LG	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
404	VAST Box	Unknown	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
405	Refrigerator	Westinghouse	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
406	Microwave	LG	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
407	Couch	Unknown	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
408	Table	Unknown	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
409	Chair	Unknown	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
410	Chair	Unknown	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
411	Chair	Unknown	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
412	Chair	Unknown	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
413	Chair	Unknown	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
414	Chair	Unknown	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
637	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 18	Deluxe Cabins
862	Mattress	Unknown	Double	Caravan Park	Cabin 18	Deluxe Cabins
863	Mattress	Unknown	Single	Caravan Park	Cabin 18	Deluxe Cabins
864	Mattress	Unknown	Single	Caravan Park	Cabin 18	Deluxe Cabins
865	Mattress	Unknown	Single	Caravan Park	Cabin 18	Deluxe Cabins
866	Mattress	Unknown	Single	Caravan Park	Cabin 18	Deluxe Cabins
585	Refrigerator	Westinghouse	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
586	Microwave	LG	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
589	Table	Unknown	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
590	Chair	Unknown	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
591	Chair	Unknown	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
592	Chair	Unknown	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
593	Chair	Unknown	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
594	Chair	Unknown	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
595	Chair	Unknown	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
596	Television	Hisense	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
597	VAST Box	Altech	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
598	DVD BluRay Player	LG	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
607	Couch	Unknown	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
608	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 19	Deluxe Cabins
867	Mattress	Unknown	Double	Caravan Park	Cabin 19	Deluxe Cabins
868	Mattress	Unknown	Single	Caravan Park	Cabin 19	Deluxe Cabins
869	Mattress	Unknown	Single	Caravan Park	Cabin 19	Deluxe Cabins
870	Mattress	Unknown	Single	Caravan Park	Cabin 19	Deluxe Cabins
871	Mattress	Unknown	Single	Caravan Park	Cabin 19	Deluxe Cabins
508	Ensemble bed and mattress	Unknown	Queen	Caravan Park	Cabin 2	Brick Cabins
525	Mattress	Unknown	Single	Caravan Park	Cabin 2	Brick Cabins
526	Mattress	Unknown	Single	Caravan Park	Cabin 2	Brick Cabins
540	Refrigerator	LG	Unknown	Caravan Park	Cabin 2	Brick Cabins
541	Microwave	Sharp	Unknown	Caravan Park	Cabin 2	Brick Cabins
544	Table	Unknown	Unknown	Caravan Park	Cabin 2	Brick Cabins
545	Chair	Unknown	Unknown	Caravan Park	Cabin 2	Brick Cabins
546	Chair	Unknown	Unknown	Caravan Park	Cabin 2	Brick Cabins
547	Chair	Unknown	Unknown	Caravan Park	Cabin 2	Brick Cabins
548	Chair	Unknown	Unknown	Caravan Park	Cabin 2	Brick Cabins
549	Couch	Unknown	Unknown	Caravan Park	Cabin 2	Brick Cabins
550	Stove	Chef	Unknown	Caravan Park	Cabin 2	Brick Cabins
551	Television	Hisense	Unknown	Caravan Park	Cabin 2	Brick Cabins
552	Television Cabinet	Unknown	Unknown	Caravan Park	Cabin 2	Brick Cabins
553	VAST Box	Altech	Unknown	Caravan Park	Cabin 2	Brick Cabins
554	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 2	Brick Cabins
555	Bedside Table	Unknown	Unknown	Caravan Park	Cabin 2	Brick Cabins
556	Bedside Table	Unknown	Unknown	Caravan Park	Cabin 2	Brick Cabins
557	Bed	Unknown	Unknown	Caravan Park	Cabin 2	Brick Cabins
691	Outdoor Setting	Unknown	Unknown	Caravan Park	Cabin 2	Brick Cabins
697	AirConditioner	Fujitsu	Unknown	Caravan Park	Cabin 2	Brick Cabins
701	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 2	Brick Cabins
706	Water Softener	Unknown	Unknown	Caravan Park	Cabin 2	Brick Cabins

389	Television	Hisense	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
390	DVD BluRay Player	LG	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
391	VAST Box	Unknown	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
392	Refrigerator	Westinghouse	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
393	Microwave	LG	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
394	Couch	Unknown	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
395	Table	Unknown	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
396	Chair	Unknown	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
397	Chair	Unknown	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
398	Chair	Unknown	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
399	Chair	Unknown	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
400	Chair	Unknown	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
401	Chair	Unknown	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
632	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 20	Deluxe Cabins
872	Mattress	Unknown	Double	Caravan Park	Cabin 20	Deluxe Cabins
873	Mattress	Unknown	Single	Caravan Park	Cabin 20	Deluxe Cabins
874	Mattress	Unknown	Single	Caravan Park	Cabin 20	Deluxe Cabins
875	Mattress	Unknown	Single	Caravan Park	Cabin 20	Deluxe Cabins
876	Mattress	Unknown	Single	Caravan Park	Cabin 20	Deluxe Cabins
376	Television	Hisense	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
377	DVD BluRay Player	LG	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
378	VAST Box	Unknown	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
379	Refrigerator	Westinghouse	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
380	Couch	Unknown	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
381	Table	Unknown	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
382	Chair	Unknown	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
383	Chair	Unknown	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
384	Chair	Unknown	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
385	Chair	Unknown	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
386	Chair	Unknown	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
387	Chair	Unknown	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
388	Microwave	LG	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
634	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
635	Couch	Unknown	Unknown	Caravan Park	Cabin 21	Deluxe Cabins
711	Mattress	Unknown	Double	Caravan Park	Cabin 21	Deluxe Cabins
712	Mattress	Unknown	Single	Caravan Park	Cabin 21	Deluxe Cabins
713	Mattress	Unknown	Single	Caravan Park	Cabin 21	Deluxe Cabins
714	Mattress	Unknown	Single	Caravan Park	Cabin 21	Deluxe Cabins
715	Mattress	Unknown	Single	Caravan Park	Cabin 21	Deluxe Cabins
364	Refrigerator	Westinghouse	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
365	Couch	Unknown	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
366	Table	Unknown	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
367	Chair	Unknown	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
368	Chair	Unknown	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
369	Chair	Unknown	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
370	Chair	Unknown	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
371	Chair	Unknown	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
372	Chair	Unknown	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
373	Television	Hisense	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
374	DVD BluRay Player	LG	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
375	VAST Box	Unknown	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
633	Microwave	Sharp	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
636	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 22	Deluxe Cabins
877	Mattress	Unknown	Double	Caravan Park	Cabin 22	Deluxe Cabins
878	Mattress	Unknown	Single	Caravan Park	Cabin 22	Deluxe Cabins
879	Mattress	Unknown	Single	Caravan Park	Cabin 22	Deluxe Cabins
880	Mattress	Unknown	Single	Caravan Park	Cabin 22	Deluxe Cabins
647	Television	Hisense	Unknown	Caravan Park	Cabin 24	Executive Cabins
648	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 24	Executive Cabins
649	VAST Box	Altech	Unknown	Caravan Park	Cabin 24	Executive Cabins
650	Refrigerator	LG	Unknown	Caravan Park	Cabin 24	Executive Cabins
651	Microwave	Sharp	Unknown	Caravan Park	Cabin 24	Executive Cabins
652	Couch	Unknown	Unknown	Caravan Park	Cabin 24	Executive Cabins
653	Table	Unknown	Unknown	Caravan Park	Cabin 24	Executive Cabins
654	Chair	Unknown	Unknown	Caravan Park	Cabin 24	Executive Cabins
655	Chair	Unknown	Unknown	Caravan Park	Cabin 24	Executive Cabins
656	Chair	Unknown	Unknown	Caravan Park	Cabin 24	Executive Cabins
657	Chair	Unknown	Unknown	Caravan Park	Cabin 24	Executive Cabins
658	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 24	Executive Cabins

881	Ensemble bed and mattress	Unknown	Queen	Caravan Park	Cabin 24	Executive Cabins
882	Ensemble bed and mattress	Unknown	Double	Caravan Park	Cabin 24	Executive Cabins
883	Ensemble bed and mattress	Unknown	Single	Caravan Park	Cabin 24	Executive Cabins
447	Television	Hisense	Unknown	Caravan Park	Cabin 25	Executive Cabins
448	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 25	Executive Cabins
449	VAST Box	Unknown	Unknown	Caravan Park	Cabin 25	Executive Cabins
450	Refrigerator	LG	Unknown	Caravan Park	Cabin 25	Executive Cabins
451	Microwave	LG	Unknown	Caravan Park	Cabin 25	Executive Cabins
452	Couch	Unknown	Unknown	Caravan Park	Cabin 25	Executive Cabins
453	Table	Unknown	Unknown	Caravan Park	Cabin 25	Executive Cabins
454	Chair	Unknown	Unknown	Caravan Park	Cabin 25	Executive Cabins
455	Chair	Unknown	Unknown	Caravan Park	Cabin 25	Executive Cabins
456	Chair	Unknown	Unknown	Caravan Park	Cabin 25	Executive Cabins
457	Chair	Unknown	Unknown	Caravan Park	Cabin 25	Executive Cabins
642	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 25	Executive Cabins
884	Ensemble bed and mattress	Unknown	Queen	Caravan Park	Cabin 25	Executive Cabins
885	Ensemble bed and mattress	Unknown	Double	Caravan Park	Cabin 25	Executive Cabins
886	Ensemble bed and mattress	Unknown	Single	Caravan Park	Cabin 25	Executive Cabins
659	Television	Hisense	Unknown	Caravan Park	Cabin 26	Executive Cabins
660	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 26	Executive Cabins
661	VAST Box	Altech	Unknown	Caravan Park	Cabin 26	Executive Cabins
662	Refrigerator	LG	Unknown	Caravan Park	Cabin 26	Executive Cabins
663	Microwave	Sharp	Unknown	Caravan Park	Cabin 26	Executive Cabins
664	Couch	Unknown	Unknown	Caravan Park	Cabin 26	Executive Cabins
665	Table	Unknown	Unknown	Caravan Park	Cabin 26	Executive Cabins
666	Chair	Unknown	Unknown	Caravan Park	Cabin 26	Executive Cabins
667	Chair	Unknown	Unknown	Caravan Park	Cabin 26	Executive Cabins
668	Chair	Unknown	Unknown	Caravan Park	Cabin 26	Executive Cabins
669	Chair	Unknown	Unknown	Caravan Park	Cabin 26	Executive Cabins
670	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 26	Executive Cabins
887	Ensemble bed and mattress	Unknown	Queen	Caravan Park	Cabin 26	Executive Cabins
888	Ensemble bed and mattress	Unknown	Double	Caravan Park	Cabin 26	Executive Cabins
889	Ensemble bed and mattress	Unknown	Single	Caravan Park	Cabin 26	Executive Cabins
437	Television	Hisense	Unknown	Caravan Park	Cabin 27	Executive Cabins
438	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 27	Executive Cabins
439	VAST Box	Unknown	Unknown	Caravan Park	Cabin 27	Executive Cabins
440	Couch	Unknown	Unknown	Caravan Park	Cabin 27	Executive Cabins
441	Microwave	LG	Unknown	Caravan Park	Cabin 27	Executive Cabins
442	Table	Unknown	Unknown	Caravan Park	Cabin 27	Executive Cabins
443	Chair	Unknown	Unknown	Caravan Park	Cabin 27	Executive Cabins
444	Chair	Unknown	Unknown	Caravan Park	Cabin 27	Executive Cabins
445	Chair	Unknown	Unknown	Caravan Park	Cabin 27	Executive Cabins
446	Chair	Unknown	Unknown	Caravan Park	Cabin 27	Executive Cabins
640	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 27	Executive Cabins
641	Refrigerator	LG	Unknown	Caravan Park	Cabin 27	Executive Cabins
890	Ensemble bed and mattress	Unknown	Queen	Caravan Park	Cabin 27	Executive Cabins
891	Ensemble bed and mattress	Unknown	Double	Caravan Park	Cabin 27	Executive Cabins
892	Ensemble bed and mattress	Unknown	Single	Caravan Park	Cabin 27	Executive Cabins
426	Television	Hisense	Unknown	Caravan Park	Cabin 28	Executive Cabins
427	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 28	Executive Cabins
428	VAST Box	Unknown	Unknown	Caravan Park	Cabin 28	Executive Cabins
429	Refrigerator	LG	Unknown	Caravan Park	Cabin 28	Executive Cabins
430	Microwave	LG	Unknown	Caravan Park	Cabin 28	Executive Cabins
431	Couch	Unknown	Unknown	Caravan Park	Cabin 28	Executive Cabins
432	Table	Unknown	Unknown	Caravan Park	Cabin 28	Executive Cabins
433	Chair	Unknown	Unknown	Caravan Park	Cabin 28	Executive Cabins
434	Chair	Unknown	Unknown	Caravan Park	Cabin 28	Executive Cabins
435	Chair	Unknown	Unknown	Caravan Park	Cabin 28	Executive Cabins
436	Chair	Unknown	Unknown	Caravan Park	Cabin 28	Executive Cabins
639	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 28	Executive Cabins
702	Ensemble bed and mattress	Unknown	Queen	Caravan Park	Cabin 28	Executive Cabins
703	Ensemble bed and mattress	Unknown	Double	Caravan Park	Cabin 28	Executive Cabins
704	Chair	Unknown	Unknown	Caravan Park	Cabin 28	Executive Cabins
893	Ensemble bed and mattress	Unknown	Single	Caravan Park	Cabin 28	Executive Cabins
415	Television	Hisense	Unknown	Caravan Park	Cabin 29	Executive Cabins
416	DVD BluRay Player	LG	Unknown	Caravan Park	Cabin 29	Executive Cabins
417	VAST Box	Unknown	Unknown	Caravan Park	Cabin 29	Executive Cabins

418	Refrigerator	LG	Unknown	Caravan Park	Cabin 29	Executive Cabins
419	Microwave	LG	Unknown	Caravan Park	Cabin 29	Executive Cabins
420	Couch	Unknown	Unknown	Caravan Park	Cabin 29	Executive Cabins
421	Table	Unknown	Unknown	Caravan Park	Cabin 29	Executive Cabins
422	Chair	Unknown	Unknown	Caravan Park	Cabin 29	Executive Cabins
423	Chair	Unknown	Unknown	Caravan Park	Cabin 29	Executive Cabins
424	Chair	Unknown	Unknown	Caravan Park	Cabin 29	Executive Cabins
425	Chair	Unknown	Unknown	Caravan Park	Cabin 29	Executive Cabins
638	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 29	Executive Cabins
894	Ensemble bed and mattress	Unknown	Queen	Caravan Park	Cabin 29	Executive Cabins
895	Ensemble bed and mattress	Unknown	Double	Caravan Park	Cabin 29	Executive Cabins
896	Ensemble bed and mattress	Unknown	Single	Caravan Park	Cabin 29	Executive Cabins
522	Refrigerator	LG	Unknown	Caravan Park	Cabin 3	Brick Cabins
523	Microwave	Sharp	Unknown	Caravan Park	Cabin 3	Brick Cabins
524	Stove	Chef	Unknown	Caravan Park	Cabin 3	Brick Cabins
527	Table	Unknown	Unknown	Caravan Park	Cabin 3	Brick Cabins
528	Chair	Unknown	Unknown	Caravan Park	Cabin 3	Brick Cabins
529	Chair	Unknown	Unknown	Caravan Park	Cabin 3	Brick Cabins
530	Chair	Unknown	Unknown	Caravan Park	Cabin 3	Brick Cabins
531	Chair	Unknown	Unknown	Caravan Park	Cabin 3	Brick Cabins
532	Couch	Unknown	Unknown	Caravan Park	Cabin 3	Brick Cabins
533	Television	Hisense	Unknown	Caravan Park	Cabin 3	Brick Cabins
534	Television Cabinet	Unknown	Unknown	Caravan Park	Cabin 3	Brick Cabins
535	DVD BluRay Player	LG	Unknown	Caravan Park	Cabin 3	Brick Cabins
536	VAST Box	Altech	Unknown	Caravan Park	Cabin 3	Brick Cabins
537	Bedside Table	Unknown	Unknown	Caravan Park	Cabin 3	Brick Cabins
538	Bedside Table	Unknown	Unknown	Caravan Park	Cabin 3	Brick Cabins
539	Bed	Unknown	Unknown	Caravan Park	Cabin 3	Brick Cabins
542	Ensemble bed and mattress	Unknown	Double	Caravan Park	Cabin 3	Brick Cabins
543	Mattress	Unknown	Single	Caravan Park	Cabin 3	Brick Cabins
561	Mattress	Unknown	Single	Caravan Park	Cabin 3	Brick Cabins
690	Outdoor Setting	Unknown	Unknown	Caravan Park	Cabin 3	Brick Cabins
696	AirConditioner	Fujitsu	Unknown	Caravan Park	Cabin 3	Brick Cabins
504	Refrigerator	Kelvinator	Unknown	Caravan Park	Cabin 4	Brick Cabins
505	Microwave	Sharp	Unknown	Caravan Park	Cabin 4	Brick Cabins
507	Stove	Chef	Unknown	Caravan Park	Cabin 4	Brick Cabins
509	Table	Unknown	Unknown	Caravan Park	Cabin 4	Brick Cabins
510	Chair	Unknown	Unknown	Caravan Park	Cabin 4	Brick Cabins
511	Chair	Unknown	Unknown	Caravan Park	Cabin 4	Brick Cabins
512	Chair	Unknown	Unknown	Caravan Park	Cabin 4	Brick Cabins
513	Chair	Unknown	Unknown	Caravan Park	Cabin 4	Brick Cabins
514	Couch	Unknown	Unknown	Caravan Park	Cabin 4	Brick Cabins
515	Television	Unknown	Unknown	Caravan Park	Cabin 4	Brick Cabins
516	Television Cabinet	Unknown	Unknown	Caravan Park	Cabin 4	Brick Cabins
517	VAST Box	Altech	Unknown	Caravan Park	Cabin 4	Brick Cabins
518	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 4	Brick Cabins
519	Bedside Table	Unknown	Unknown	Caravan Park	Cabin 4	Brick Cabins
520	Bedside Table	Unknown	Unknown	Caravan Park	Cabin 4	Brick Cabins
521	Bed	Unknown	Unknown	Caravan Park	Cabin 4	Brick Cabins
562	Ensemble bed and mattress	Unknown	Queen	Caravan Park	Cabin 4	Brick Cabins
587	Mattress	Unknown	Single	Caravan Park	Cabin 4	Brick Cabins
588	Mattress	Unknown	Single	Caravan Park	Cabin 4	Brick Cabins
689	Outdoor Setting	Unknown	Unknown	Caravan Park	Cabin 4	Brick Cabins
695	AirConditioner	Fujitsu	Unknown	Caravan Park	Cabin 4	Brick Cabins
700	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 4	Brick Cabins
487	Refrigerator	LG	Unknown	Caravan Park	Cabin 5	Brick Cabins
488	Microwave	Sharp	Unknown	Caravan Park	Cabin 5	Brick Cabins
490	Stove	Simpson	Unknown	Caravan Park	Cabin 5	Brick Cabins
491	Table	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins
492	Chair	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins
493	Chair	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins
494	Chair	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins
495	Chair	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins
496	Couch	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins
498	Television Cabinet	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins
499	VAST Box	Altech	Unknown	Caravan Park	Cabin 5	Brick Cabins
497	Television	Hisense	Unknown	Caravan Park	Cabin 5	Brick Cabins
500	DVD BluRay Player	LG	Unknown	Caravan Park	Cabin 5	Brick Cabins
501	Bedside Table	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins
502	Bedside Table	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins
503	Bed	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins

684	Mattress	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins
685	Mattress	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins
686	Mattress	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins
687	Outdoor Setting	Unknown	Unknown	Caravan Park	Cabin 5	Brick Cabins
694	AirConditioner	Fujitsu	Unknown	Caravan Park	Cabin 5	Brick Cabins
699	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 5	Brick Cabins
471	Refrigerator	Fisher & Paykel	Unknown	Caravan Park	Cabin 6	Brick Cabins
472	Microwave	Sharp	Unknown	Caravan Park	Cabin 6	Brick Cabins
474	Stove	Chef	Unknown	Caravan Park	Cabin 6	Brick Cabins
475	Table	Unknown	Unknown	Caravan Park	Cabin 6	Brick Cabins
476	Chair	Unknown	Unknown	Caravan Park	Cabin 6	Brick Cabins
477	Chair	Unknown	Unknown	Caravan Park	Cabin 6	Brick Cabins
478	Chair	Unknown	Unknown	Caravan Park	Cabin 6	Brick Cabins
479	Chair	Unknown	Unknown	Caravan Park	Cabin 6	Brick Cabins
480	Couch	Unknown	Unknown	Caravan Park	Cabin 6	Brick Cabins
481	Television	Hisense	Unknown	Caravan Park	Cabin 6	Brick Cabins
482	Television Cabinet	Unknown	Unknown	Caravan Park	Cabin 6	Brick Cabins
483	VAST Box	Altech	Unknown	Caravan Park	Cabin 6	Brick Cabins
484	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 6	Brick Cabins
485	Bedside Table	Unknown	Unknown	Caravan Park	Cabin 6	Brick Cabins
486	Bedside Table	Unknown	Unknown	Caravan Park	Cabin 6	Brick Cabins
603	Bed	Unknown	Unknown	Caravan Park	Cabin 6	Brick Cabins
619	Ensemble bed and mattress	Unknown	Queen	Caravan Park	Cabin 6	Brick Cabins
688	Outdoor Setting	Unknown	Unknown	Caravan Park	Cabin 6	Brick Cabins
693	AirConditioner	Fujitsu	Unknown	Caravan Park	Cabin 6	Brick Cabins
851	Mattress	Unknown	Single	Caravan Park	Cabin 6	Brick Cabins
852	Mattress	Unknown	Single	Caravan Park	Cabin 6	Brick Cabins
355	Refrigerator	Westinghouse	Unknown	Caravan Park	Cabin 8	Standard Cabins
356	Television	Panasonic	Unknown	Caravan Park	Cabin 8	Standard Cabins
357	Table	Unknown	Unknown	Caravan Park	Cabin 8	Standard Cabins
358	Chair	Unknown	Unknown	Caravan Park	Cabin 8	Standard Cabins
359	Chair	Unknown	Unknown	Caravan Park	Cabin 8	Standard Cabins
360	Chair	Unknown	Unknown	Caravan Park	Cabin 8	Standard Cabins
361	Chair	Unknown	Unknown	Caravan Park	Cabin 8	Standard Cabins
362	Chair	Unknown	Unknown	Caravan Park	Cabin 8	Standard Cabins
363	Chair	Unknown	Unknown	Caravan Park	Cabin 8	Standard Cabins
627	VAST Box	Altech	Unknown	Caravan Park	Cabin 8	Standard Cabins
628	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 8	Standard Cabins
629	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 8	Standard Cabins
707	Mattress	Unknown	Unknown	Caravan Park	Cabin 8	Standard Cabins
708	Mattress	Unknown	Unknown	Caravan Park	Cabin 8	Standard Cabins
709	Mattress	Unknown	Unknown	Caravan Park	Cabin 8	Standard Cabins
710	Mattress	Unknown	Unknown	Caravan Park	Cabin 8	Standard Cabins
346	Refrigerator	Westinghouse	Unknown	Caravan Park	Cabin 9	Standard Cabins
347	Television	Panasonic	Unknown	Caravan Park	Cabin 9	Standard Cabins
348	Table	Unknown	Unknown	Caravan Park	Cabin 9	Standard Cabins
349	Chair	Unknown	Unknown	Caravan Park	Cabin 9	Standard Cabins
350	Chair	Unknown	Unknown	Caravan Park	Cabin 9	Standard Cabins
351	Chair	Unknown	Unknown	Caravan Park	Cabin 9	Standard Cabins
352	Chair	Unknown	Unknown	Caravan Park	Cabin 9	Standard Cabins
353	Chair	Unknown	Unknown	Caravan Park	Cabin 9	Standard Cabins
354	Chair	Unknown	Unknown	Caravan Park	Cabin 9	Standard Cabins
622	VAST Box	Altech	Unknown	Caravan Park	Cabin 9	Standard Cabins
623	DVD BluRay Player	TEAC	Unknown	Caravan Park	Cabin 9	Standard Cabins
624	Hot Water Heater	Rheem	Unknown	Caravan Park	Cabin 9	Standard Cabins
853	Mattress	Unknown	Double	Caravan Park	Cabin 9	Standard Cabins
854	Mattress	Unknown	Single	Caravan Park	Cabin 9	Standard Cabins
855	Mattress	Unknown	Single	Caravan Park	Cabin 9	Standard Cabins
856	Mattress	Unknown	Single	Caravan Park	Cabin 9	Standard Cabins
857	Mattress	Unknown	Single	Caravan Park	Cabin 9	Standard Cabins
734	Microwave	LG	Unknown	Caravan Park	Camp Kitchen	Caravan Park
735	Refrigerator	Kelvinator	Unknown	Caravan Park	Camp Kitchen	Caravan Park
736	Stove	Chef	Unknown	Caravan Park	Camp Kitchen	Caravan Park
737	Stove	Chef	Unknown	Caravan Park	Camp Kitchen	Caravan Park
32	Computer Screen	Samsung	931B SyncMaster	Caravan Park	Caravan Park Office	Administration
36	Computer- desk top tower	Leader Intel	B62907	Caravan Park	Caravan Park Office	Caravan Park
20	Computer Screen	Flatron	W1943TE	Caravan Park	Caravan Park Office	Caravan Park

790	Washing Machine	Primas	Unknown	Caravan Park	Caravan Park Office	Caravan Park
789	Dryer	Unknown	Unknown	Caravan Park	Caravan Park Office	Caravan Park
780	Computer Screen	LG	Unknown	Caravan Park	Caravan Park Office	Caravan Park
781	Computer Screen	LG	Unknown	Caravan Park	Caravan Park Office	Caravan Park
782	Commander Phone System	Unknown	Unknown	Caravan Park	Caravan Park Office	Caravan Park
783	Safe	Unknown	Unknown	Caravan Park	Caravan Park Office	Caravan Park
784	Refrigerator	Westinghouse	Unknown	Caravan Park	Caravan Park Office	Caravan Park
785	Microwave	Black and Decker	Unknown	Caravan Park	Caravan Park Office	Caravan Park
787	Television	TEAC	Unknown	Caravan Park	Caravan Park Office	Caravan Park
786	Computer Screen	LG	Unknown	Caravan Park	Caravan Park Office	Caravan Park
788	DVD BluRay Player	TEAC	Unknown	Caravan Park	Caravan Park Office	Caravan Park
791	Server cupboard and equipment inside	Unknown	Unknown	Caravan Park	Caravan Park Office	Caravan Park
792	Table	Unknown	Unknown	Caravan Park	Caravan Park Office	Caravan Park
793	Chair	Unknown	Unknown	Caravan Park	Caravan Park Office	Caravan Park
794	Chair	Unknown	Unknown	Caravan Park	Caravan Park Office	Caravan Park
795	Chair	Unknown	Unknown	Caravan Park	Caravan Park Office	Caravan Park
796	Work stools	Unknown	Unknown	Caravan Park	Caravan Park Office	Caravan Park
797	Work stools	Unknown	Unknown	Caravan Park	Caravan Park Office	Caravan Park
798	Cupboard	Unknown	Unknown	Caravan Park	Caravan Park Office	Caravan Park
799	VAST Box	Altech	Unknown	Caravan Park	Caravan Park Office	Caravan Park
800	Television	Hisense	Unknown	Caravan Park	Caravan Park Office	Caravan Park
801	Cupboard	Unknown	Unknown	Caravan Park	Caravan Park Office	Caravan Park
738	Table	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
739	Table	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
740	Table	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
741	Table	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
742	Chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
743	Chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
744	Chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
745	Chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
746	Chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
747	Chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
748	Chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
749	Chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
750	Chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
751	Chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
752	Chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
753	Chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
754	Chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
755	Coffee Table	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
756	Couch	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
757	Single lounge chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
758	Single lounge chair	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
759	Television	Hisense	Unknown	Caravan Park	Dining Room	Caravan Park
760	VAST Box	Altech	Unknown	Caravan Park	Dining Room	Caravan Park
761	Television Cabinet	Unknown	Unknown	Caravan Park	Dining Room	Caravan Park
776	Chest Freezer	Hisense	Unknown	Caravan Park	Eastern Camp Kitchen	Caravan Park
777	Refrigerator	LG	Unknown	Caravan Park	Eastern Camp Kitchen	Caravan Park
778	Microwave	LG	Unknown	Caravan Park	Eastern Camp Kitchen	Caravan Park
779	Stove	Chef	Unknown	Caravan Park	Eastern Camp Kitchen	Caravan Park
770	Washing Machine	Maytag	Unknown	Caravan Park	Eastern Laundry	Caravan Park
771	Washing Machine	Maytag	Unknown	Caravan Park	Eastern Laundry	Caravan Park
772	Washing Machine	Maytag	Unknown	Caravan Park	Eastern Laundry	Caravan Park
773	Washing Machine	Maytag	Unknown	Caravan Park	Eastern Laundry	Caravan Park
774	Dryer	SpeedQueen	Unknown	Caravan Park	Eastern Laundry	Caravan Park
775	Dual Dryer Unit	Maytag	Unknown	Caravan Park	Eastern Laundry	Caravan Park
716	Table	Unknown	Unknown	Caravan Park	Games Room	Activities
717	Table	Unknown	Unknown	Caravan Park	Games Room	Activities
718	Chair	Unknown	Unknown	Caravan Park	Games Room	Activities
719	Chair	Unknown	Unknown	Caravan Park	Games Room	Activities
720	Chair	Unknown	Unknown	Caravan Park	Games Room	Activities
721	Chair	Unknown	Unknown	Caravan Park	Games Room	Activities
722	Chair	Unknown	Unknown	Caravan Park	Games Room	Activities
723	Chair	Unknown	Unknown	Caravan Park	Games Room	Activities
724	Chair	Unknown	Unknown	Caravan Park	Games Room	Activities
725	Chair	Unknown	Unknown	Caravan Park	Games Room	Activities
726	Couch	Unknown	Unknown	Caravan Park	Games Room	Activities
727	Couch	Unknown	Unknown	Caravan Park	Games Room	Activities

728	Coffee Table	Unknown	Unknown	Caravan Park	Games Room	Activities
729	Single lounge chair	Unknown	Unknown	Caravan Park	Games Room	Activities
730	Single lounge chair	Unknown	Unknown	Caravan Park	Games Room	Activities
732	DVD BluRay Player	LG	Unknown	Caravan Park	Games Room	Activities
733	VAST Box	Altech	Unknown	Caravan Park	Games Room	Activities
762	Washing Machine	Maytag	Unknown	Caravan Park	Laundry	Caravan Park
763	Washing Machine	Maytag	Unknown	Caravan Park	Laundry	Caravan Park
764	Washing Machine	Maytag	Unknown	Caravan Park	Laundry	Caravan Park
765	Dual Washer and Dryer Units	SpeedQueen	Unknown	Caravan Park	Laundry	Caravan Park
766	Dual Washer and Dryer Units	SpeedQueen	Unknown	Caravan Park	Laundry	Caravan Park
767	Chair	Unknown	Unknown	Caravan Park	Laundry	Caravan Park
768	Chair	Unknown	Wrought Iron	Caravan Park	Outside Laundry	Caravan Park
769	Chair	Unknown	Wrought Iron	Caravan Park	Outside Laundry	Caravan Park
671	Microwave	LG	Unknown	Caravan Park	Storage Shed	Workshop Store
672	Microwave	LG	Unknown	Caravan Park	Storage Shed	Workshop Store
673	Television	Hisense	Unknown	Caravan Park	Storage Shed	Workshop Store
674	Television	ChangChong	Unknown	Caravan Park	Storage Shed	Workshop Store
675	Television	TCL	Unknown	Caravan Park	Storage Shed	Workshop Store
676	DVD BluRay Player	LG	Unknown	Caravan Park	Storage Shed	Workshop Store
677	DVD BluRay Player	LG	Unknown	Caravan Park	Storage Shed	Workshop Store
678	DVD BluRay Player	LG	Unknown	Caravan Park	Storage Shed	Workshop Store
679	DVD BluRay Player	LG	Unknown	Caravan Park	Storage Shed	Workshop Store
680	Microwave	Sharp	Unknown	Caravan Park	Storage Shed	Workshop Store
681	Bench Top Oven	Euromaid	Unknown	Caravan Park	Storage Shed	Workshop Store
682	Bench Top Oven	Euromaid	Unknown	Caravan Park	Storage Shed	Workshop Store
683	Washing Machine	Maytag	Unknown	Caravan Park	Storage Shed	Workshop Store



## ANNEXURE K – ESTIMATE OF OUTGOINGS

### Outgoings

Compliance & work health safety  
Cabin stocks  
Advertising  
Maintenance of grounds (above ground)  
Irrigation  
Cleaning  
Boomgate repairs  
Power heads  
Sanitary bins  
Website  
Day to day operations  
Subscriptions  
Wages  
Painting  
Playground inspections  
Cleaning materials  
Site maintenance  
Emptying of septic tanks  
Linen  
Curtains  
Phone calls  
Small appliances (new)  
Washing machines and dryers  
Playground softfall  
Power  
Gas  
Booking program (new book)  
CWMS levy  
Internet  
Telstra (connection and listing)  
Flooring  
Lounges  
Furniture  
Phone system  
Waste levy  
Structural repairs < \$5,000  
Non-structural repairs  
Gas and dangerous goods licence  
**Council - responsibility**  
Administration  
Debt54 interest  
Bank charges  
Underground water leaks

Insurance  
Depreciation  
Structural repairs > \$5,000  
Tree maintenance  
New capital

## ANNEXURE L – AGREEMENT IN PRINCIPLE



### Agreement in Principle

The District Council of Streaky Bay and Discovery Holiday Parks Pty Ltd agree in principle to the following broad points, and agree to work towards a binding management agreement that will include;

1. A term of 3x3x3x3x3 years
2. Revenue share to Discovery Holiday Parks for management services of 63.5%
3. Discovery to provide capital renewal project management services for a fee of 2.5% of the capital spend
4. Purchase of existing chattels for \$30,000.00
5. Payment to District Council of Streaky Bay \$1,000,000.00 on 3 July 2017
6. Other details as necessary to enable completion of the final management agreement

Signed

District Council of Streaky Bay

Name JOY HORTSCHKE

Signature M.Hortschke Date 3/4/17

Discovery Holiday Parks Pty Ltd

Name GRANT WILKENS

Signature G.Wilkens Date 3/4/17

# Streaky Bay Foreshore Tourist Park

## Planned Stages

### Stage 1 – 3 Cabins (2017-2018)

- Already commenced. Updates will be supplied

### Stage 2 – 9 Cabins, Beach Shower and Play Area (2018-2019)

- Council will demolish and dispose of current cabins 8, 9, 1, 11, 12, 14, 15, 16, and 17), the two BBQ areas in front of Cabins 9, 10 and 11 and the Current Playground area)
- Council will install earthworks for the road way and carparks in order to provide access to the 9 new Cabins. Stage 3 will see completion (sealing etc) of the roadway.
- Council will install all CWMS, Electrical Mains, Water Mains required for the connection of the 9 cabins and beach shower
- Discovery are asked to supply Council with input as to any standards required for maintenance of star ratings etc as to the style, construction, fittings, fixtures and furnishings required. This information will be required for the tender process and to ensure Council meets its procurement responsibilities under the Act and its Procurement Policy. Council do not need a quote from Discovery, we require standards and amounts of each item to meet requirements to be outlined in the tender document. Discovery may submit a tender for the cabins with all other tenderers at the appropriate time. If Discovery are unable / unwilling to supply such information Council will prepare the tender according to its expectations and assess all bids on a like for like basis as per procurement requirements.
- Council will develop and publish a Request for Tender for the supply and installation to occupancy standard of 9 Villas (8 X 2 bedroom and 1 X 3 bedroom)
- Council will develop and publish a Request for Tender for the supply and installation of the beach shower, including landscaping of that area and the area immediately surrounding the 9 cabins.
- Council will develop and publish a Request for Tender for the supply and installation of an open space play area.
- Council will assess all tender applications and award project contracts to successful tenderers for each project noted above.
- Concept Designs for the Management Residence and Reception have been prepared. Council is seeking Discovery input as to the suitability of the Concept. Once an agreement is reached, Council will request a full engineering mark up to be done in preparation for the development of tender documents which will be released in a later stage.

### Stage 3 – 5 Villas, 8 Ensuites, Renewal of Eastern Amenities, Realign Sealion Street (2019-2020)

- Council will demolish and remove all current executive cabins
- Council will finalise road works to allow permanent access to the 9 Cabins from Stage 2
- Council will construct service roads and carparks, install all CWMS, Electrical Mains and Water Mains for 5 new cabins
- Council construct the earthworks for the new roads, install all SWMS, Electrical Mains and Water Mains for the 8 ensuite sites

- Council will perform all works required to realign Sealion Street
- Council will develop and publish a Request for Tender for the supply and installation to occupancy standard for 5 X 2 Bedroom Villas
- Council will develop and publish a Request for Tender for the supply and installation to occupancy standard of 8 ensuite sites
- Council will develop and publish a Request for Tender for the landscaping of the area immediately around the 5 Villa sites.
- Council will develop and publish a Request for Tender for the renewal of the eastern amenities including a verandah and disability access etc.
- Council will assess all tender applications and award project contracts to successful tenderers for each project noted above.

#### Stage 4 – 4 studio Units, Big Rig Sites, Manager’s Residence/Office (2020 – 2021)

- Council will construct to an unsealed standard X big rig sites including a service road to those sites.
- Council will construct a carpark off Razor Street to service the studio units
- Council will complete construction of Whiting Way including moving the boomgates.
- Council will develop and publish a Request for Tender for the supply and installation to occupancy standard for the 4 studio apartments.
- Council will develop and publish a Request for Tender for the supply and installation of landscaping around the 4 studio apartment sites.
- Council will develop and publish a Request for Tender for the construction of the managers residence, reception and service areas including landscaping.
- Council will assess all tender applications and award project contracts to successful tenderers for each project noted above.

#### Demolish Existing Manager’s Office / New Visitor Parking Area

- Council will develop and publish a Request for Tender for the demolition and removal of the old manager’s office once the new accommodation is operational
- Council will construct carpark areas on Pelican Parade once the old manager’s office is removed.
- Council will develop and publish a Request for Tender for the landscaping of the area around the new carpark and front of the caravan park area.
- Council will assess all tender applications and award project contracts to successful tenderers for each project noted above.

#### Stage 5 – Western Area Camp Kitchen Alfresco – (2021 – 2022)

- Council will develop and publish a Request for Tender for the construction and installation, including landscaping of the western area camp kitchen.
- Council will assess all tender applications and award project contracts to successful tenderers for each project noted above.



WALLMANS  
LAWYERS

Attachment 3  
Expert advice,  
human approach.

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Adelaide SA 5000

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Adelaide SA 5001

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**DISTRICT COUNCIL OF STREAKY BAY**  
**(Council)**

AND

**DISCOVERY HOLIDAY PARKS PTY LIMITED**  
**(Discovery)**

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**CAPITAL INVESTMENT BUSINESS AGREEMENT**  
**Streaky Bay Foreshore Tourist Caravan Park**

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**AGREEMENT** dated

2018

**BETWEEN**

**DISTRICT COUNCIL OF STREAKY BAY (ABN 93 970 509 459)** of 29 Alfred Terrace, Streaky Bay SA 5680 (**Council**)

**DISCOVERY HOLIDAY PARKS PTY LIMITED (ACN 111 782 846)** of Level 7, 60 Light Square, Adelaide SA 5000 (**Discovery**)

**INTRODUCTION**

- A. Council has the care, control and management of the Land on which the Park is located.
- B. By virtue of the Management Agreement, Council engaged Discovery to perform management services in relation to the Park.
- C. As contemplated in the Management Agreement, the parties wish to collaborate to undertake the Program.
- D. In this Agreement, the parties agree on certain arrangements concerning the Program.

**TERMS**

**1. DICTIONARY**

In this Agreement:

**Annual Meeting** means the annual meeting held between Council and Discovery in accordance with **clause 14**;

**Annual Stage Report** means the annual report prepared by Council in relation to the Program, as defined in **clause 9.3**;

**Agreement** means this document;

**Business Day** means a day other than:

- (a) a Saturday, Sunday;
- (b) a day which is a public holiday in South Australia; or
- (c) a day that falls between Christmas and the following New Year's Day;

**Commencement Date** means 1 July 2017;

**Confidential Information** includes:

- (a) the terms of this Agreement; and
- (b) any information concerning the Program which has been or is made available by one party to the other party,

with the exception of information which the recipient can prove was publicly available at the time of disclosure or becomes publicly available through no fault of the recipient, was known to the recipient at the time of disclosure, or was disclosed to the recipient by a third party under no obligation of confidence to the disclosing party, or is required to be disclosed by either party at law;

**Construction Work** includes, but is not limited to:

- (a) demolition of existing cabins, facilities and amenities;
- (b) environmental remediation, including the disposal of contaminated material;
- (c) landscaping and earthworks;
- (d) perimeter fencing, site security monitoring;
- (e) installing or replacing water, sewage, stormwater, electricity, telecommunications or other services infrastructure;
- (f) the construction of new cabins, buildings, facilities, amenities, car parks, and roads (including temporary works for the same);
- (g) the installation of any fixtures and fittings to ensure the relevant buildings, infrastructure, facilities, amenities, car parks and roads are fit for purpose; and
- (h) any other capital expenditure or civil works which is necessary in the opinion of Council for the completion of the Program;

**Contract** means any contract under which Council engages a Contractor to undertake a part or the whole of a Project, including contracts for goods and services in connection with carrying out a Project.

**Consultancies** include the engagement of engineers for any necessary geotechnical or environmental investigations, town planners and quantity surveyors to provide cost estimates;

**Contractor(s)** includes all contractors, tradespeople, suppliers, engineers, surveyors, architects, design and architectural professionals and any other consultants or professionals with experience or expertise relevant to the Program;

**Contractor Management Policy** means Council's internal policy in relation to contractor management, attached to this Agreement as **Annexure B**, including as varied from time to time throughout the Term in Council's discretion;

**Completion Date** means subject to clause 3.3 30 June 2022;

**Control** of a corporation includes the power (whether legally enforceable or not) to control, whether directly or indirectly, the composition of the board of directors of that corporation, the voting rights of the majority of the voting shares of the corporation, or the management of the affairs of the corporation;

**Council Requirements** means all applicable practices, policies and procedures of or determined by Council, including (but not limited to) the requirements of the *Local Government Act 1999* (SA), the Contractor Management Policy and any internal policies of Council regarding procurement of goods or services;

**Council's Contribution** means an amount equal to \$5,100,000.00 (including GST), to be applied to the Project Expenses in accordance with **clause 13**;

**Council's Share** means the share of the Project Expenses attributable to Council, determined by reference to **clause 13.2.4** of the Management Agreement;

**Discovery's Contribution** means an amount equal to \$1,000,000.00 (including GST) to be applied to the Project Expenses in accordance with **clause 13**;



**Discovery's Requirements** means the requirements and expectations of Discovery in relation to the Program Works, including any standards necessary to ensure Discovery maintains its current reputation in the industry and any relevant quality ratings;

**Discovery's Share** means the share of the Project Expenses attributable to Discovery, determined by reference to **clause 13.2.4** of the Management Agreement;

**Land** means the whole of the land described in Crown Record Volume 5755 Folio 915 and Crown Record Volume 5755 Folio 920;

**Management Agreement** means the document titled 'Management Agreement' between Council and Discovery which commenced on 1 July 2017 for a three (3) year term, subject to subsequent rights of renewal, under which Council engaged Discovery to provide management services in relation to the Park;

**Master Plan** means the plan for the Program as agreed between Council and Discovery and attached to this Agreement as **Annexure A**, subject to change in accordance with **clause 14**;

**Park** means the Streaky Bay Foreshore Tourist Caravan Park;

**Practical Completion** means in relation to Construction Work, that the relevant Construction Work is complete to each party's satisfaction (acting reasonably);

**Program** means the capital renewal program to be undertaken by Council in collaboration with Discovery, in accordance with the Master Plan, in order to upgrade and improve the Park;

**Program Works** means all works required in order to complete the Program, including but not limited to:

- (a) Construction Work;
- (b) Consultancies; and
- (c) any other works reasonably necessary for the completion of the Program;

**Project** means a particular aspect of the Program Works, allocated as a Project by Council in the Stage Forecast;

**Project Expenses** means all costs and expenses incurred in connection with the undertaking of a Project, including direct costs; and all associated costs such as architects, engineers, legal and other related consultant fees; and without limitation furniture fit out, linen and other ancillary kitchen and bathroom items required for the new cabins forming part of a Project;

**Project Management** means the day to day management of each Project and includes:

- (a) the supervision, co-ordination and management of the Contracts and the Contractors, with regard to Council Requirements and Council's Contractor Management Policy;
- (b) where reasonably necessary, the appointment of a superintendent or project manager to supervise and co-ordinate the Contracts and the Contractors;
- (c) where a Project involves Construction Work, the management and co-ordination of the Construction Work until Practical Completion;
- (d) using reasonable endeavours to continually communicate with relevant persons, including Park managers and other Park employees (where reasonably necessary), regarding the operational impacts of a Project; and

- (e) ensuring the completion of the Project in accordance with this Agreement within any reasonable time limits or budgetary constraints set by Council;

but excludes:

- (f) the Tendering Process;

**Project Management Fee** means the fee described in **clause 13.3**;

**Quarterly Report** means the report prepared by Council in accordance with **clause 10**;

**Stage** means a stage of the Program as defined in **clause 9.1**;

**Stage 1** means the first Stage of the Program, the scope and duration of which will be determined by Council in accordance with **clause 8**;

**Stage 2** means the second Stage of the Program, the scope and duration of which will be determined by Council in accordance with **clause 8**;

**Stage Forecast** means the stage forecast prepared by Council for each Stage as defined in **clause 9.2**;

**Tendering Process** includes:

- (a) preparing tenders and tender documentation, including the terms of Contracts for works, goods or services;
- (b) requesting tenders;
- (c) assessing tenders; and
- (d) determining and engaging the successful tenderer;

**Term** means the term of this Agreement as defined in **clause 3**;

**Total Estimated Cost** means the total estimated cost of completing the Program to the satisfaction of Council, being \$6,100,000.00 (including GST);

## 2. INTERPRETATION

In this Agreement:

- 2.1 the Introduction is correct and forms part of this Agreement;
- 2.2 neuter includes masculine and feminine;
- 2.3 singular includes plural and vice versa;
- 2.4 a reference to a person includes a body corporate and includes its successors and permitted assigns;
- 2.5 headings are for convenience and do not affect construction;
- 2.6 no rule of construction applies to the disadvantage of a party because that party prepared this Agreement;
- 2.7 if a word is defined, its other grammatical forms have a corresponding meaning;
- 2.8 reference to a document is a reference to that document as amended or substituted;

- 2.9 the word 'including' and grammatical variations are not to be construed as words of limitation.

### 3. TERM

- 3.1 Subject to earlier termination, this Agreement commences on the Commencement Date and will expire on the date that the Council gives written notice to Discovery that it is satisfied that the Program is complete.
- 3.2 Subject to clause 3.3, the Program must be complete by the Completion Date.
- 3.3 The Completion Date:
- 3.3.1 may be advanced or postponed in time by mutual agreement of the parties at any time always acting in good faith toward each other;
- 3.3.2 must be postponed in time if any event or circumstance occurs which is outside the reasonable control of either party which directly or indirectly delays or stops works in connection with the Program or creates additional works including without limitation any extension of time that contractor's are entitled to in connection with carrying out any works for the Program. The Completion Date will be delayed by the same number of days that the event or circumstance occurs or subsists, where two separate overlapping events or circumstances occur then the postponement of the Commencement Date will be determined on a concurrent and not a cumulative basis; and
- 3.3.3 if Council achieves funding from the Building Better Regions Fund will be varied to the latest date set under any funding agreement for completion of such works.

### 4. CONTRIBUTIONS

- 4.1 The parties acknowledge that they will make the following financial contributions to the Project Expenses:
- 4.1.1 Council will make Council's Contribution; and
- 4.1.2 Discovery will make Discovery's Contribution,
- in the ratio set out in **clause 13** of the Management Agreement and to be applied to the Project Expenses in accordance with **clause 13** of this Agreement.
- 4.2 The parties acknowledge that Discovery provided Discovery's Contribution to Council pursuant to a competitive tendering process for the Management Agreement, and it will be held by Council in a bank account nominated by Council until it is progressively applied to the Project Expenses in the manner described in **clause 13**.
- 4.3 Interest accumulated on Discovery's Contribution will be applied to the Project Expenses and be deemed to constitute part of Discovery's Contribution.
- 4.4 Discovery releases Council from all claims or liability of any kind associated with the investment or deposit of Discovery's Contribution, including the loss of the whole or any part of Discovery's Contribution or the loss of any interest or expected interest except to the extent caused by Council's negligence or fraud.

## 5. COUNCIL REQUIREMENTS

Notwithstanding any other provision of this Agreement, including any other provision expressed to be notwithstanding any other provision of this Agreement, when either party is performing any function in relation to this Agreement or the Program, including where Council delegates Project Management to Discovery under **clause 12.2**, the party must comply in all respects and at all times with the Council Requirements and the Council Requirements will prevail over any inconsistent rights or obligations under this Agreement, or any actions taken by either party in relation to the Program.

## 6. COUNCIL CONTROL

Notwithstanding any other provision of this Agreement, Discovery acknowledges that except to the extent expressly stated otherwise in this Agreement, the Program will be subject to the overriding direction and control of Council as the authority vested with the care, control and management of the Land and as the primary contributor to the Program and Discovery agrees that it must ensure compliance with all reasonable directions of Council in relation to the Program.

## 7. ENTRY ON TO LAND

Discovery acknowledges that it will at all times permit Council and its employees, agents and Contractors, together with any necessary personnel, plant, equipment, or vehicles to enter upon the Land as necessary in order to carry out and complete the Program Works provided that Council or its agents or Contractors give Discovery reasonable prior written notice of such entry except in the case of emergency when no notice is required. Without limitation, prior written notice will be deemed reasonable if given 48 hours or more than the time of proposed entry

## 8. INTERFERENCE

8.1 Discovery acknowledges and agrees that the Council intends to apply for and may procure grant funding at any time during the Term. Discovery acknowledges and agrees that the grant funding is intended to enhance the business operations at the Park but due to the terms of such funding, Council may need to access the Land or Park in accordance with the provisions of **clause 21.11** of the Management Agreement and **clause 7** of this Agreement in order to carry out and complete any Program Works or other works required in consequence of such funding.

8.2 Discovery acknowledges that:

8.2.1 Council may need to frequently access the Land or Park in accordance with **clause 21.11** of the Management Agreement **and clause 7** of this Agreement for the purposes of carrying out and completing the Program Works or any other works required in consequence of any funding procured by Council; and

8.2.2 as a result Council may cause disturbance, interference or disruption to Discovery's trading or business at or from the Park or Land; and

8.2.3 Council has brought the likelihood of such disturbance, interference or disruption to Discovery prior to execution of this Agreement.

8.3 Discovery releases the Council to the full extent permitted by law from any claim in connection with any disturbance, interference or disruption to Discovery's trading or business at or from the Park or Land except to the extent of Council's breach or negligence.

## 9. THE STAGES

- 9.1 Each financial year occurring during or after the Commencement Date (unless the parties agree otherwise in writing) will constitute a stage of the Program (**Stage**). If this Agreement terminates prior to the end of a financial year then that part of the financial year occurring during the Term will constitute a Stage.
- 9.2 As soon as practicable after the commencement of each Stage, Council will prepare a plan for each Stage (**Stage Forecast**) and provide a copy to Discovery, incorporating:
- 9.2.1 an overview of the strategy for the implementation of the relevant Stage;
  - 9.2.2 the Program Works intended to be carried out during the relevant Stage and the allocation of different aspects of the Program Works as separate and distinct Projects;
  - 9.2.3 the approximate dates on which Council will be requesting tenders and engaging successful respondents for each Project to be undertaken during that Stage;
  - 9.2.4 the estimated Project Expenses for that Stage;
  - 9.2.5 an estimation of the amount of Council's Contribution and Discovery's Contribution that will be expended during that Stage;
  - 9.2.6 such other information as Council reasonably believe is necessary to be included in the Stage Forecast.
- 9.3 Thirty (30) days after the expiration of each Stage throughout the Term, Council will provide Discovery with a report (**Annual Stage Report**) incorporating:
- 9.3.1 an overview of the progress of the Program with regard to the preceding Stage Forecast;
  - 9.3.2 an audited account of the Project Expenses incurred during the preceding Stage, including details of:
    - (a) the amount of Council's Contribution expended on those Project Expenses; and
    - (b) the amount of Discovery's Contribution expended on those Project Expenses.

## 10. QUARTERLY REPORT

- 10.1 To the extent practicable, every three (3) months during a Stage, Council will provide a report to Discovery (**Quarterly Report**), incorporating:
- 10.1.1 the estimated Project Expenses for the three (3) months following the Quarterly Report;
  - 10.1.2 the total Project Expenses incurred:
    - (a) in the preceding three (3) months, with regard to the estimated Project Expenses for that period in the preceding Quarterly Report; and
    - (b) since the commencement of the Program,

- 10.1.3 the amount of Discovery's Contribution which has been expended towards the Project Expenses:
- (a) in the preceding three (3) months, with regard to the estimated amount of Discovery's Share of the Project Expenses for that period in the preceding Quarterly Report; and
  - (b) since the commencement of the Program,
- 10.1.4 the total amount that Council has contributed towards the Program;
- (a) in the preceding three (3) months, with regard to the estimated amount of Council's Share of the Project Expenses for that period in the preceding Quarterly Report; and
  - (b) since the commencement of the Program.

## 11. TENDERING PROCESS

- 11.1 Council will have full responsibility and control over the Tendering Process in relation to each Project.
- 11.2 Prior to Council requesting tenders for a Project, Council may consult with Discovery to inform itself of Discovery's Requirements in relation to the relevant Project.
- 11.3 Discovery acknowledges and agrees that it will be excluded from responding to any Request for Tender in connection with a Project.
- 11.4 Council may consult with and take submissions from Discovery when assessing and awarding the tenders for a Project, provided that Council is not required to implement any outcome of any consultation or submissions.
- 11.5 In assessing and awarding the tenders for a Project, Discovery acknowledge that Council must comply with all Council Requirements.
- 11.6 Without limiting **clause 4.2**, Discovery acknowledge and agree that Discovery's Contribution is and has been made independently of any Tendering Process in relation to the Program.

## 12. PROJECT MANAGEMENT AND DELEGATION

- 12.1 Subject to this clause, Council will primarily be responsible for all Project Management.
- 12.2 Council may, without being obliged to, in its discretion delegate the whole or any part of the Project Management of a particular Project to Discovery.
- 12.3 A delegation of Project Management to Discovery under **clause 12.2** will occur in the following manner:
- 12.3.1 Council must give written notice to Discovery of Council's intention to delegate particular aspects of the Project Management, such notice to describe the scope of the Project Management that will be delegated, the particular Project or Projects the delegation is related to, and the date on or circumstances upon which the delegation will cease; and
  - 12.3.2 Within fourteen (14) days of receipt of the notice, Discovery must notify Council of:

- (a) the acceptance of the delegation; or
  - (b) the rejection of the delegation and any reasons for such rejection.
- 12.4 If Discovery reject any delegation of Project Management, Council may in its discretion:
- 12.4.1 submit a further proposal to Discovery again proposing the delegation of Project Management but addressing the reasons (if any) for Discovery's initial refusal; or
  - 12.4.2 continue to conduct the Project Management in a manner Council sees fit.
- 12.5 Where Discovery accept a delegation of Project Management under this **clause 12**, Discovery will act as agent of the Council and must:
- 12.5.1 comply with all reasonable directions of Council; and
  - 12.5.2 promptly provide all information and materials reasonably required by Council in connection with the delegated aspects of the Project Management; and
  - 12.5.3 if required by Council, must enter into an agency agreement in a form determined by Council (acting reasonably having regard to the Program); and
  - 12.5.4 report to Council on the progress of the relevant Project at each Annual Meeting and otherwise when reasonably requested by Council, provided that it will be reasonable for Council to request a report from Discovery in relation to a particular Project as regularly as every four (4) weeks.
- 12.6 Council may make the delegation in **clause 12.2** in its discretion, but Discovery acknowledge that delegation will generally only occur where Council is for some reason unable to perform that particular aspect of Project Management.
- 12.7 The parties acknowledge that Council is responsible for all Project Management for Stage 1 of the Program and Discovery will not be delegated any Project Management in relation to that Stage.
- 12.8 In performing any delegated functions under this **clause 12**, Discovery must at all times comply with Council Requirements and ensure that it does not cause Council to breach any of the Council Requirements.
- 12.9 Council will at all times retain discretion to undertake all Project Management itself or to delegate the whole or any part of the Project Management of a Project to another Contractor that is not a party to this Agreement.

### 13. PAYMENT OF PROJECT EXPENSES

Project Expenses will be incurred and paid in the following manner:

- 13.1 On or before the due date for a tax invoice from a Contractor for any Project Expenses (**Project Expenses Invoice**), Council will pay both Council's Share and Discovery's Share of the relevant Project Expenses to the Contractor. Discovery irrevocably (except in the case of fraud or neglect by Council) authorise Council to withdraw and apply Discovery's Share of a Project Expenses Invoice from Discovery's Contribution, which Discovery agrees will be held in a bank account nominated by Council.

- 13.2 Council incurs no liability to Discovery in connection with any loss of the whole or any part of Discovery's Contribution and Discovery releases the Council to the fullest extent permitted by law in connection with or arising from any such loss.
- 13.3 In the event that Discovery accept a delegation of Project Management under **clause 11.3.2(a)**, then strictly for the period such delegation subsists Council must pay Discovery a fee equal to seven and a half per centum (7.5%) of the capital expenditure detailed in any Project Expenses Invoice for work occurring during the period of the delegation as consideration for the Project Management services provided by Discovery (**Project Management Fee**).
- 13.4 The Project Management Fee is payable by Council once the period of delegation has ended and Discovery have issued a valid tax invoice for GST purposes (which discovery must issue within 14 days of the end of the delegation period), for the Project Management Fee and providing any evidence reasonably required by Council to corroborate the calculation of the Project Management Fee, including any Project Expenses Invoice not available to Council. Council will be required to pay the Project Management Fee within 30 days of receipt of Discovery's tax invoice.
- 13.5 In addition to the Project Management Fee, Council will reimburse Discovery for any travel expenses incurred by Discovery in carrying out the Project Management services and that are detailed in the Project Expenses Invoice, provided that such expenses are reasonable and if required by Council, evidence of such expenses is produced.
- 13.6 The parties acknowledge that the Project Management Fee for Stage 2 at one hundred and sixteen thousand and one hundred dollars (**\$116,100.00**) (including GST).
- 13.7 The Project Management Fee is capped in respect of all stages after Stage 2 at seven and a half per centum (7.5%) of two million two hundred and fifteen thousand dollars (**\$2,215,000.00**) (including GST), subject to any variation to the Project Management Fee under **clause 13.8**.
- 13.8 At the Annual Meeting, Discovery may request that the Project Management Fee described in **clause 13.3** be varied, provided that no variation will be effective until Council agrees to the variation in writing, and that the varied Project Management Fee will only be payable in relation to delegations of Project Management which are accepted by Discovery under **clause 12.3.2(a)** after the date on which the variation becomes effective (being the date that Council agrees to the variation in writing).

#### 14. ANNUAL PROGRAM REVIEW

- 14.1 Annually on a date mutually agreed between the parties, being not later than 15 August in each year of the Term, there will be meeting between representatives of Council and representatives of Discovery to review the overall progression of the Program (**Annual Meeting**).
- 14.2 If the parties do not agree a date on which the Annual Meeting will occur prior to 10 August in any year of the Term, then the Annual Meeting must be held on 15 August in that year of the Term or if 15 August is not a Business Day, then the next occurring Business Day.
- 14.3 The Annual Meeting will be held at a location within the state of South Australia reasonably nominated by Council. It will be deemed reasonable for Council to nominate a meeting location at Council's offices.



- 14.4 Each party's representatives must attend the meeting with authority to make representations and act on behalf of that party.
- 14.5 In the Annual Meeting, Council and Discovery may discuss:
- 14.5.1 the overall progression of the Program and each Project;
  - 14.5.2 the Quarterly Reports;
  - 14.5.3 the amount of Project Expenses being incurred;
  - 14.5.4 the allocation or expenditure of Discovery's Contribution or Council's Contribution;
  - 14.5.5 the general plan for the Program until the next Annual Meeting;
  - 14.5.6 the progress of any Project for which Discovery has accepted a delegation of Project Management under **clause 12**.
  - 14.5.7 a proposed variation to the Project Management Fee in accordance with **clause 13.8**;
  - 14.5.8 occupancy rates in relation to the Park and the individual cabins throughout the Park (Discovery to provide all relevant information in relation to those occupancy rates); and
  - 14.5.9 any other topics raised by Council or Discovery related to the Program or any of the Projects.
- 14.6 Council may, in its discretion, convene further meetings with Discovery where necessary for the progression of the Program, including to discuss and request information in connection with:
- 14.6.1 proposed changes to the Master Plan, a Project or the Program;
  - 14.6.2 the progress of any Project for which Discovery has accepted a delegation of Project Management under **clause 12**;
  - 14.6.3 the overall progression of the Program;
  - 14.6.4 any matters of importance in relation to a Project, a Stage or the overall Program.

## 15. CONTINUING PROGRAM CONSULTATION

- 15.1 Without limiting **clause 14**, the parties will use best endeavours to communicate or meet on a frequent basis (being not less than bimonthly) throughout the Program.
- 15.2 If a physical meeting is agreed between the parties, it will be held at a location within the state of South Australia reasonably nominated by Council. It is deemed reasonable for Council to nominate the Council's offices.
- 15.3 The purpose of such communications or meetings being to ensure each party is kept reasonably informed as regards the progress and status of a Project and the Program, including discuss and request information in connection with:
- 15.3.1 proposed changes to the Master Plan, a Project or the Program;

- 15.3.2 the progress of any Project for which Discovery has accepted a delegation of Project Management under **clause 12**;
- 15.3.3 the overall progression of the Program;
- 15.3.4 any matters of importance in relation to a Project, a Stage or the overall Program.

## 16. OWNERSHIP

- 16.1 Unless the parties agree otherwise in writing, Council will retain ownership of all infrastructure, buildings, fixtures and fittings constructed on or fixed to the Land as part of the Program Works, and Discovery will obtain no proprietary interest in the infrastructure, buildings, fixtures and fittings by virtue of Discovery's Contribution or its input into the Program generally or in any way, or by undertaking any Project Management in accordance with **clause 12**.
- 16.2 To the extent Discovery's Contribution may entitle it to any right or interest in any part or the whole of any Program Works, including any infrastructure, buildings, fixtures and fittings, then without limiting **clause 16.1**, Discovery transfers all such rights or interests to the Council absolutely.

## 17. CHANGES TO THE PROGRAM

If at any time during the Term of the Agreement, Council or Discovery agree or intend to make a significant change (in the opinion of Council) to the Master Plan, the Program or to this Agreement, that change must not be implemented until Council comply with all Council Requirements, including that the change is approved at a Council meeting (if necessary).

## 18. VARIATION TO MANAGEMENT AGREEMENT

- 18.1 The parties agree that **clause 12.4** of the Management Agreement is varied to include the following at the end of the clause:

*'or if such fixtures or fittings have not been installed, brought onto or located at, on or in the Park as at the Commencement Date, then the relevant standard is the standard of such fixtures and fittings as at the date they are first installed, brought onto or located at, on or in the Park.'*

## 19. TERMINATION

- 19.1 Either party may terminate this Agreement if:
  - 19.1.1 a party does not comply with any of its obligations under this Agreement;
  - 19.1.2 except for the purpose of a solvent reconstruction or amalgamation:
    - (a) an order is made that a party be wound up or a party resolves to wind itself up or otherwise dissolve itself or gives notice of the intention to do so or is otherwise wound up or dissolved; or
    - (b) a party enters into an arrangement, compromise, or composition with all or a class of its creditors or an assignment for the benefit of them;
- 19.2 The Council may terminate this agreement if:

- 19.2.1 Discovery ceases or suspends the conduct of all or a substantial part of its business or disposes of a substantial part of its assets or threatens to do so;
  - 19.2.2 Discovery is unable to pay its debts, or is taken or presumed to be unable to pay its debts under applicable legislation;
  - 19.2.3 Discovery stops or suspends payment of all or a class of its debts; or
  - 19.2.4 a receiver, manager, receiver and manager, administrator or similar officer is appointed to or, a charge is enforced over, all or any of the assets and undertaking of Discovery.
- 19.3 To terminate the Agreement under **clause 18**:
- 19.3.1 the terminating party must serve a notice on the other party:
    - (a) specifying the reason for termination; and
    - (b) if the reason is capable of being rectified, specifying the period in which it is to be rectified (being not less than twenty-one (21) Business Days);
    - (c) if the party who was served the notice does not rectify the default within the period specified in the notice, or any longer period as agreed between the parties, the other party may immediately terminate this Agreement by serving written notice.
  - 19.4 Termination of this Agreement does not affect any accrued right or liability of either party nor will it affect any other Agreements between the parties or the coming into force or the continuation in force of any provisions of this Agreement that is expressly or by implication intended to come into or continue in force on or after the termination.

## 20. TERMINATION OF MANAGEMENT AGREEMENT

The parties intend the operation of this Agreement to be dependent on the continued operation of the Management Agreement and if the Management Agreement is terminated for any reason whatsoever, then this Agreement will terminate simultaneously.

## 21. EFFECT OF TERMINATION ON CONTRIBUTION

- 21.1 The parties acknowledge that if this Agreement or the Management Agreement is terminated before expiration of the Term:
  - 21.1.1 other than as a result of breach on behalf of Discovery - then **clause 13.3** of the Management Agreement will apply to determine repayment of Discovery's Contribution. The parties agree that under **clause 13.3** of the Management Agreement, the Council will not be obliged to repay interest earned on investment of Discovery's Contribution or Council's Contribution; or
  - 21.1.2 as a result of breach on behalf of Discovery – then Discovery's Contribution (or so much of it that is unspent at the time of termination), will be immediately and irrevocably forfeited to Council for Council's use or application in its discretion.
- 21.2 Discovery acknowledges and agrees that Discovery's Contribution has been paid to Council as a security deposit for performance of its obligations under this Agreement or the Management Agreement and Council may claim on Discovery's Contribution

on and from the date of termination of this Agreement or the Management Agreement as contemplated by **clause 21.1.2**.

## 22. OTHER ACTS

Each party must, at its expense, promptly do all things reasonably necessary to give full effect to this Agreement.

## 23. NO ASSIGNMENT

Except with other party's prior written consent, a party may not change in Control, assign or declare a trust over any of its rights or obligations under this Agreement.

## 24. DISPUTE RESOLUTION

24.1 Subject to **clause 24.4**, any dispute in connection with this Agreement must not be the subject of litigation pending the party raising the dispute (**Party 1**):

24.1.1 notifying the other party (**Party 2**) as to the nature of the dispute (with reasonable details), and what action Party 1 thinks will resolve the dispute;

24.1.2 by the same or other notice, inviting Party 2 to a meeting of their respective agents at some mutually convenient location in Adelaide with a view to resolving the dispute.

24.2 If Party 1 gives notice of a meeting as above, each party must send to the meeting an agent with authority to resolve the dispute, and at the meeting make a good faith attempt to resolve the dispute.

24.3 If a dispute is not resolved with 40 Business Days after being first notified under **clause 24.1**, the dispute is referred for determination by an expert under **clause 25**.

24.4 This clause does not prejudice the right of a party to seek injunctive relief to prevent immediate and irreparable harm.

## 25. EXPERT

25.1 If **clause 24.3** requires a dispute be referred to an expert:

25.1.1 the expert must be an individual independent of all parties to this Agreement and either appointed by the parties jointly or, at the instigation of either party, appointed by the then most senior office holder of the Resolution Institute (South Australia Chapter).

25.1.2 the terms of appointment of an expert must include:

- (a) the expert must immediately notify the Parties of his or her acceptance of the appointment;
- (b) the expert must undertake to act impartially;
- (c) the parties may give written and verbal submissions to the expert within the time set by the expert;
- (d) the parties must give promptly to the expert any records or information reasonably requested by the expert and relevant to the expert's determination;

- (e) the expert may inform himself or herself as to the facts of the matter to be determined;
- (f) the expert may so far as is reasonable instruct lawyers and other professional advisers to the extent the expert considers necessary to make his or her determination;
- (g) in making the determination, the expert must have regard to the express terms of this Agreement; and
- (h) within 20 Business Days after acceptance of the appointment, the expert must make the determination in writing and for reasons given, and give a copy of the determination to each party;
- (i) an expert may determine the matter/s in dispute (which may include any dispute concerning the meaning of any provision of this Agreement);
- (j) an expert acts as an expert and not as an arbitrator;
- (k) an expert's determination is in the absence of bias or manifest error, final and binding on the Parties; and
- (l) each Party must pay an equal share of the expert's costs and expenses, irrespective of the result of the determination.

## 26. COMPETITIVE PROGRAMS

This Agreement does not prevent Council from participating in any Program or Project competitive with this Program.

## 27. DISCLOSURE BETWEEN PARTIES

27.1 Throughout the Term of this Agreement, a party (**Party 1**) must disclose promptly to the other party (**Party 2**) any information:

27.1.1 of which Party 1 becomes aware and is at liberty to disclose; and

27.1.2 likely to be of advantage to Party 2 regarding the Program, and also likely not already known to Party 2.

## 28. CONFIDENTIALITY

28.1 Each party will keep confidential the Confidential Information and must not disclose it to any third party or use the Confidential Information other than:

28.1.1 for the purpose of this document;

28.1.2 as authorised in writing by the other party.

28.2 Neither party will copy any Confidential Information except as necessary for the purpose of this document or upon receiving the written consent of the other party.

28.3 Each party will ensure that its employees, agents and Contractors comply with this clause and do not under any circumstances disclose the Confidential Information.

## 29. GOOD FAITH

Each party agrees to act reasonably in a spirit of mutual trust and cooperation, and generally in good faith towards the other party

## 30. LEGAL

Except where expressly stated in this Agreement, the parties are independent contractors and not partners, joint venturers, principal and agent, or (except where stated) trustee and beneficiary for any purpose.

## 31. NOTICE

31.1 To be effective, a notice under this Agreement must be in writing and given either:

31.1.1 by hand delivery to a director, company secretary, agent or representative of the recipient;

31.1.2 by registered mail to the recipient's mailing address now stated or as last notified, marked to attention of the recipient's representative – notice by registered mail is given 3 Business Days after it is posted or (if earlier) at the time at which the letter would be delivered in the ordinary course of post;

31.1.3 by email to the recipient's email address now stated or as last notified marked to attention of the recipient's representative – notice by email is given if and when the recipient in writing confirms the notice has been read; or

31.1.4 as permitted by the *Corporations Act 2001*.

## 32. ABOUT THIS AGREEMENT

This Agreement:

32.1 together with **clause 13** of the Management Agreement, contains the entire agreement between the parties in relation to the Program;

32.2 supersedes any prior agreement, understanding or representation of the parties in relation to the Program;

32.3 prevails over the Management Agreement to the extent of any inconsistency;

32.4 may be modified only by written agreement of the parties and subject to **clause 15**;

32.5 is governed by the laws in South Australia, and the parties irrevocably submit to exclusive jurisdiction of the courts of South Australia or the Federal Court of Australia (Adelaide Registry) in connection with this Agreement;

32.6 may be executed in any number of counterparts, and by the parties in separate counterparts but, if executed in counterparts, is not effective until each party has executed at least one counterpart and those counterparts have been exchanged or delivered to the other parties. An executed counterpart may be delivered by any means this Agreement allows for the giving of notices. Each counterpart constitutes an original of this Agreement, but the counterparts together constitute one and the same instrument.

**33. NO WAIVER**

A party waives a right under this Agreement only by written notice that such party waives that right.

**34. COSTS OF THIS AGREEMENT**

Each party bears its own costs of the negotiation and preparation of this Agreement.

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**EXECUTED** as an agreement

**Executed by Council:**

The common seal of the **District Council of Streaky Bay (ABN 93 970 509 459)** was affixed in the presence of:

.....  
Signature of Mayor

.....  
Signature of Chief Executive Officer

.....  
Name of Mayor

.....  
Name of Chief Executive Officer

**Executed by Discovery:**

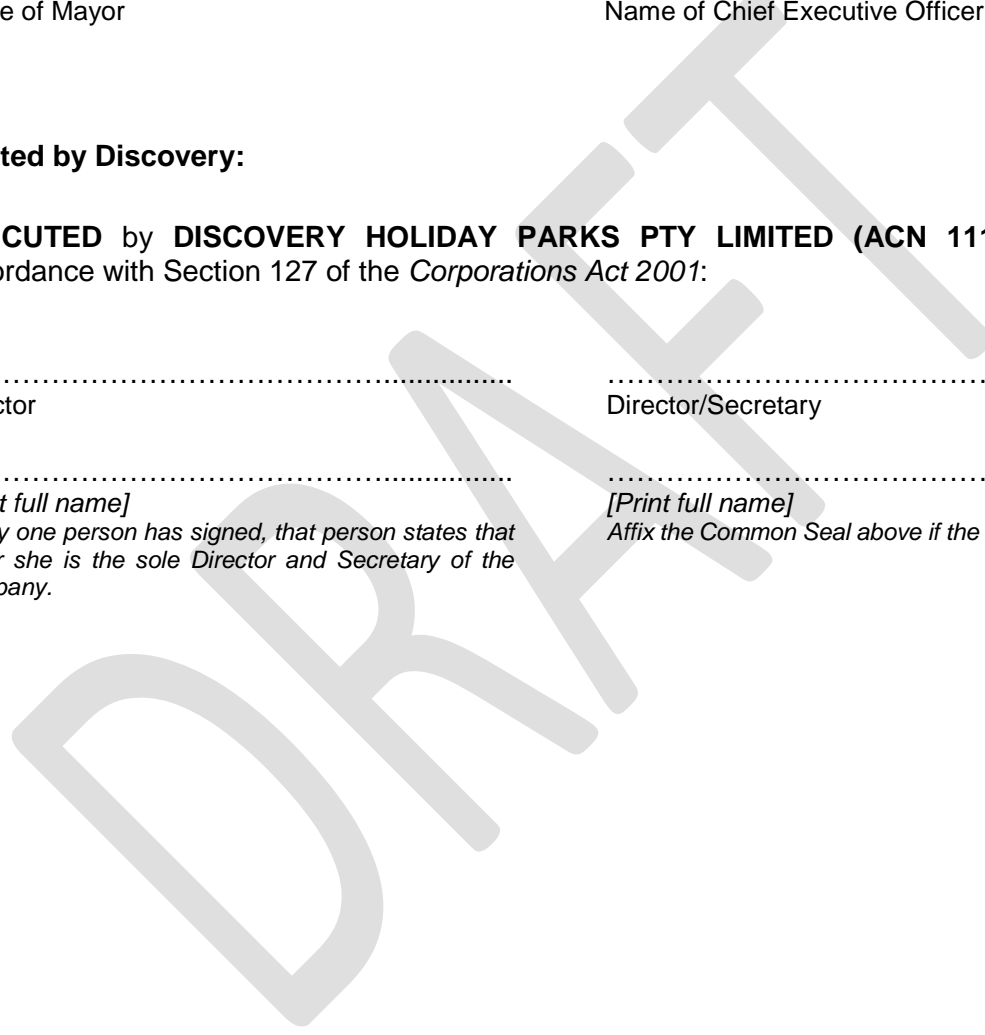
**EXECUTED** by **DISCOVERY HOLIDAY PARKS PTY LIMITED (ACN 111 782 846)** in accordance with Section 127 of the *Corporations Act 2001*:

.....  
Director

.....  
Director/Secretary

.....  
*[Print full name]*  
If only one person has signed, that person states that he or she is the sole Director and Secretary of the Company.

.....  
*[Print full name]*  
Affix the Common Seal above if the Company has one.





ANNEXURE A – MASTER PLAN

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**ANNEXURE B – CONTRACTOR MANAGEMENT POLICY**

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