

MEROOL *on the* MURRAY

ANNUAL SITE & MARINA BERTH HOLDERS SUMMARY OF RULES, ENTRY & SITE HOLDING CONDITIONS – 12/02/2008

These Rules & Conditions, as amended from time to time, apply to all nominated persons, visitors and guest of Site & Berth Holders entering Merool on the Murray ("PARK"). Management reserves the right to alter these Rules & Conditions from time to time. A copy of the current rules will be available from Park Reception during normal business hours. These rules, form part of the Terms & Conditions of any Site Holding and entry to Merool on the Murray. It is important, all Site Holders and Patrons are familiar with each and every one of them, in particular those relating to behaviour & payment of fees. A breach of any of these Rules & Conditions shall entitle Park Management to refuse and/or to terminate or decline any existing or future Site Holding Agreement. In addition Marina Patrons should also fully acquaint themselves with Rule 39.

Entry to Merool on the Murray Holiday Park is entirely at your own risk. Full Comprehensive & Liability Insurance must be held for all of your own property as well as for the protection of nominated persons, guest and/or visitors to your Site, Marina Berth & Storage Shed (all hereafter referred to as "Sites").

Principle Site Holders must make their Family & Guests fully aware that they have entered and remain in the Park at their own risk. Water, falling tree branches, wildlife, constructions, fire pits, steep river bank hazards and shared roadways/walkways exist throughout the entire Holiday Park. The risk of falling tree limbs is an inherent danger upon entering or camping in any bushland setting. To that extent, Merool is no different from many other Holiday Parks or State Forests. You should make your own assessment as to the risk involved as we are unable to give you any assurances as to your safety. **Children must be under parental supervision at all times.** Sites are to be occupied on a recreational use basis only; permanent living at Merool on the Murray & Marina is **not permitted**. **NOTE:** The 180 day maximum attendance rules applies and Site Holding is not subject to NSW Residential or Long Term Tenancy Legislation. Annual Sites Holding and in particular the continuation of, is subject to and conditional upon, patrons, families & visitors full compliance with the above and following requirements.

1. **ANNUAL SITE HOLDERS APPLICATION FORMS.**

A new application for Annual Site Holding or a Marina Berth must be made every year or upon the Park Managements request and also in the event of a change in nominated persons. These forms must be fully completed accurately with all required information. Unsigned and incomplete forms will not be accepted. Management reserves the right to decline and/or cancel acceptance, particularly in the event of non-compliance with the above and following **Park & Council Regulations** and/or requirements. In such circumstances, the right of the nominated site patrons to enter the Park will cease and Park Management can remove the On-Site Caravan / Unit / Annexe / Vessel to a Storage area, at the owners' expense and risk. Merool will re-allocate the site and hold the property as a Bailee, until such time as all debts and removal cost are met, or after thirty (30) days sell the property to recover any debts and/or costs.

2. **NON RECEIPT OF ANNUAL SITE HOLDER FORMS**

Non Receipt by the Park Office of a fully completed, signed & accurate Annual Site Holders Application Form automatically **cancel**s Site Holding & Park access. All people and family members, including children who will be attending the Park on a semi regular basis must be listed together with their date of birth.

3. **PAYMENT OF ANNUAL SITE FEES**

The payment of Site, Visitor & Entry Fees with other applicable charges must be in accordance with the Parks current published Annual Tariff & Trading Terms Schedule (available from Reception). Importantly, Monthly Site Fees & Visitor Fees at the lower tariff must be paid **in advance**; otherwise the **Higher Tariff (plus 10%** of account balance) automatically applies. In order to qualify for the lower tariff, Site Holders must ensure their fees are received in full on or before the 1st day of the month. It is important to be aware that **Invoices** are **not sent** and Park Vehicle Access Accounts that record three (3) monthly Higher Tariffs in any one year period will not be eligible for Renewal. In such cases any future Site Holding Applications will be declined and the site must be vacated or if approved, an "On-Site" Sale may take place, subject to the Parks normal requirements

(see Clause 30). All fees are subject to review and increase. Thirty (30) days notice of any fee increase will be given in writing.

Note: Account queries must be made in writing and addressed to the **Administration Manager**, at Merool on the Murray, PO Box 20, Moama NSW 2731 within thirty (30) days of the charge. Thereafter, no correspondence will be entered into. **Park Office, Reception Staff & On-Site Management** are **not** able to deal with Account or Charge queries, in person or over the telephone. All enquiries you have must be in writing.

4. **DOGS**

DOGS are **NOT permitted** to be kept or brought into any part of the Holiday Park including the Beach area. This also applies to Vehicles & Boats. However, the Marina and Management Housing has conditional exemption.

5. **PROXIMITY CARDS**

A Personal Identification Number (**PIN**) or Proximity Card may be issued to gain Park Access via the computerised Boom Gate. Proximity Cards are \$20.00 each and are **non refundable**. **Proximity Cards & PIN's must only** be used by the **person & vehicle** they are **registered to** (Note Clause 19) - -Misuse, expiration and accounts in excess of the Parks published tariff trading terms will result in automatic cancellation of access. In the event of cancellation, a new proximity card or PIN will have to be purchased during normal office hours (subject to Management approval). Damaged or non-working Proximity Cards cannot be exchanged.

6. **LEVEE BANK-FLOOD PROTECTION**

Levee Bank-Flood Protection (also refer to Merool's Flood Action Plan) because emergency access and maintenance may be required at any time, no works, obstructions, constructions, concreting, fencing, trees, or paving blocks are to be placed or built upon the park's flood protection levee bank. The levee bank may be grassed. Any constructions or obstructions whatsoever may be removed without notice, or driven over by heavy machinery.

7. **SITE COMPLIANCE & PRESENTATION**

Site Compliance & Presentation **must be** within the Park Council & Local Government Regulations and acceptance. In particular, adequate separation between structures, valid compliance plates fitted and displayed. Units / Caravan Annexes must be of a condition and age acceptable to Park Management. Written permission for **Any On-Site construction or Installation** whatsoever must be applied for. Council Permits when required must be obtained **prior** to the commencement of any works. Trade person engaged by Site Holders must register at the Office prior to entry and comply with all of Merool's Entry Conditions, Notice to Trade Person & Work Cover Regulations. Site improvement including landscaping, flyovers, brick BBQ's, fire pits, fixed outdoor improvements become the property of the Park upon vacating the site.

8. **SITE & MARINA BERTHS**

Site & Marina Berths are to be **neat & tidy at all times**. Portable outdoor equipment, furniture and other articles should not be left in place during Site Holders absence. Such articles should be stored inside your Unit or taken home. Tarpaulins and other makeshift covers over BBQ's, outdoor fixtures and bicycles are not permitted. **Outside Refrigerators & Storage cupboards are NOT permitted**. Fencing or any obstructions between sites are not permitted. Sites deemed unsatisfactory by staff will be rectified, or have such items removed without notice at the Site Holder's expense or risk. A **Hard Waste Collection & Disposal Service** is undertaken regularly, unwanted articles should be placed in and/or around your nearest Bin Bay. **Petrol filled Jerry Cans are not to be stored on-site**.

9. **REPLACEMENT OR INSTALLATION OF CARAVANS/ANNEXES & UNITS**

Replacement and/or Installation of Caravans / Annexes / **Units must be approved of by Merool & Murray Shire Council** in **writing prior to commencement**. Plans, foundations, siting, heights and dimensions for new relocatable homes must be signed off by Park Management on all River Frontage Units. All new relocatable homes must be built by a reputable and established manufacturer of relocatable homes and arrive at Merool fully completed. **Note:** Park Management must inspect the unit prior to transportation. Installations must be completed, **including approved ventilated fascia boards** and landscaping, within thirty (30) days of arrival. Homes must have a roadway facing 20watt fluorescent light operated by light detecting sensor. This must be active at all times. Compliance plates must be fitted and displayed prior to occupation.

Note: Solid fascia boards are not permitted and other conditions contained herein and in official correspondence also applies.

10. **GARDEN / STORAGE SHEDS**

Garden and/or Site Storage Sheds are **prohibited** in the park. Site Storage lockers, "wood" boxes and the like are also prohibited. Under-unit storage however, is permitted; proved articles are out-of-view behind approved screening material. **Note:** No wooden lattice. Previously existing and recently erected "shed & storage" constructions will be removed and disposed of without notice.

11. **Groups**
All **Male Groups, Consortium or partnership** ownership of units/vessels and Site Holding is **not permitted**.
12. **FIREWORKS**
Fire Works **ARE ILLEGAL** in NSW and under **no circumstances** are to be used or brought into the Holiday Park.
13. **BEHAVIOUR**
Behaviour must **NOT** be **offensive, dangerous or annoying** to other persons. No patron or visitor shall play music, yell or conduct themselves in a manner that would interfere with the comfort and right-of quiet enjoyment of another person or site holder. All audible noise must cease by **11:00pm**. Person alighting from Courtesy Buses late at night should take particular care as not to disturb others. The obscene and degrading practice of "brown-eyeing" or making other rude gestures towards passing river craft is strictly prohibited. The Principle Site Holder is fully responsible for their nominated persons, guest, children's behaviour and good conduct. Anti Social behaviour is cause for Site Holding cancellation. **Note:** Rules 18 & 19
14. **NOISE**
Noise, threats, assault & anti-social behaviour problems, are to be immediately notified to the **Moama Police 5482 0099**. The NSW Police are available 24 hours a day and will respond to Breach of Peace Complaints. Any disturbances, anti-social behaviour or improper conduct should also be reported to the Office Manager during normal business hours. Such conduct will not be tolerated and the anonymity of informants is guaranteed. All public areas of the Park, including **Roadways & Office area are subject to recorded Video Surveillance**.
15. **MISSILES / WATER BOMBS**
Attempting to hit Golf Balls, throwing or discharging missiles or water bombs across, or into the river within the Park & Houseboat Marina is strictly prohibited.
16. **ALCOHOL**
Walking and/or driving around the Parks Public Roads with open **alcoholic** containers and/or **drinking** on the houseboat marina walkway is **not permitted**. Underage drinking in-or-around the Parks Public places is prohibited.
17. **SMOKING**
Smoking is not permitted in-and-around any Public Buildings or Enclosures within the Park. Cigarette butts and empty packets must not be left on the ground.
18. **PARENTAL SUPERVISION**
Persons under **18 years** of age are not to be left without **Parental Supervision** in any areas of the Park, Marina and particularly the Swimming Pool, Toilets & Playground. After dark, all children & teenagers under 18 must be **On-Site** or with **Parents**. In particular, there is to be no congregating outside the **Kiosk, Toilets & Playground**. Sole use of sites by persons under the age of 21 years is strictly **prohibited**.
19. **VISITORS TO SITES**
Visitors to your site must be pre-booked by phone or fax with Reception prior to their arrival. In the event of **NO PRE ARRANGEMENTS or prior notification** your visitors will not be admitted into the Park. Pre-payment is required by credit card if arriving after office hours or full payment on arrival during normal office hours. Visitors will be issued with a PIN for Park Entry / Exit. They must not use your **Proximity Card or PIN** as this will result in your access being cancelled (Refer to Clause 5). **Note: No all Male / Female or Teenage Groups**. A maximum of four (4) overnight visitors per site is permitted, provided the total number on the site does not exceed eight (8). Other conditions and fees apply during peak periods. Undeclared or Non-paying visitors who gain illegal entry will be charged to your site account @ \$50.00 per person per day. Allowing and/or condoning persons entry into the Park or upon your site, who are not pre-booked, prohibited or barred from entry will result in the termination of Site Holding. Absent owners allowing "friends / family" to use their Unit / Caravan / Houseboat face the risk of having their Site Holding immediately and permanently terminated in the event of unacceptable or anti-social behaviour. It should be noted that the most common cause of the Park declining or cancelling Site Holding is because of the above reasons. Regular visitors should be included in the nominated persons section of your Annual Site Holders Application. Site Holders are not permitted to rent or hire their Units / Caravans / Houseboats out. Visitors must only be immediate family or close friends.
20. **FACILITIES**
Annual Site Holders must have, and use their own **On-Site Toilet / Shower facilities**. Nominated persons and your site visitors are to use your facilities, not the Parks. Site Holders temporarily without their own facilities can apply to the office for the use of the campsites facilities.

21. **RUBBISH BIN ENCLOSURES**
Individual (outside) Site Garbage Bins are not permitted. Such bins will be removed by staff, without notice. Park **rubbish bin enclosures** are placed throughout the Park within easy walking distance of your site. All garbage must be placed and tied in plastic garbage bags prior to placement in the nearest Park facility. Cardboard boxes must be folded flat or broken up. **Do not leave** domestic garbage on the roadside. Bottles & Cans should be placed in the provided recycle bins. **Do not remove bins** from enclosures. Person observed littering will have their entry validation cancelled and pursuant to Local NSW Government Ordinances may also be fined. **Do not send children** to bin enclosures who **cannot reach and open the bin lids**.
22. **CLOTHES LINES**
Clothes Lines must be of commercially manufactured retractable type attached to your unit or annexe. No **Freestanding** lines or ropes between trees and the like. Such devices will be removed and disposed of by staff without notice.
23. **TARZAN ROPES**
TARZAN ropes are PROHIBITED. The existence of such rope swings should be reported to the Office, Waterways Authority or Moama Police immediately. Under no circumstances are rope swings to be used.
24. **BICYCLES**
Bicycles are not to be ridden after dark without sufficient lighting attached. **Helmets** are to be worn **at all times**. Bikes are not to be left on walkways, lying on the ground, or in view on sites whilst patrons are not in attendance. **Note:** Bicycles left outside on unattended sites will be removed without notice and disposed of. Bicycles must not be ridden in the area of and on the Boat Ramp. Children and Teenagers under the age of 18 years must be subject to strict parental supervision whilst riding bicycles in the Park. Bicycles must be of neat appearance and roadworthy.
25. **SPEEDING**
Park Speed Limit Strictly 10kph. Tail-Gating vehicles through the Boom Gate is **prohibited** and dangerous. Offenders will have their entry / exit validation cancelled. The Park is not responsible for any damage that may occur as a result of Tail-Gating. Riding in the tray of Utilities & Boats on Trailers is not permitted. **NO** shortcutting through sites or grassed areas. **Note:** The **Law of the Road applies in the Park, including 0.05. POLICE AND PARK SECURITY PATROL REGULARLY**. Unlicensed Drivers are not permitted to drive in the Park.
26. **REPAIRING / SERVICING MOTOR VEHICLES & BOATS**
Repairing and/or servicing of motor vehicles and boats in the Park is not permitted. Boat engines must not be started and run out of water, particularly on the Boat Ramp.
27. **MOTOR BIKES / SCOOTERS**
Motor Bikes / Scooters are **not permitted** to be ridden in the Park. Exceptions – Staff, Road Registered & Licensed Riders directly to or from Sites at 10kph. **Skateboards, Go-Karts & Motorised Scooters** are also prohibited and must not be ridden in the Park.
28. **SERVICES / SULLAGE**
Power, Water & Drainage Connections to Annual Sites are to be underground from Merool's service or supply point to your unit or annexe. NSW Licensed Trades Person must perform this work at the Site Holders Expense and supply a Certificate of Compliance. All sites must be re-certified upon change of ownership and/or at Management request or direction. The Office must be advised in writing prior to the commencement of any works. **10-15 AMPS** is the maximum power available to any one site, supply circuit breakers must not be changed. Power surges and failures are common in the region. Protection equipment should be fitted to your appliances and/or appropriate insurance held for damage and/or loss of goods. NO responsibility is accepted by Merool Management of any loss or damage what-so-ever. **Electric Hot Water Services & Stoves are prohibited**. One (1) only Air Conditioner to a maximum of 1.5hp per site is permitted. Services connections found to be faulty, non-complying or unsatisfactory will be disconnected and/or repaired without notice at the Site Holders expense. Marina connections must comply with the appropriate Regulations.
29. **LPGAS COMPLIANCE**
All **LPGas Installations** must have a **Compliance Plate**. Patrons wanting to purchase LPGas from Merool must have a dual installation. When a full changeover cylinder is required phone **5480 9111**, allow 1-2 days for delivery. Service on Weekends & Public Holidays if available will incur a surcharge. In the event of the discovery of a non-certified, faulty or altered installation, Park Management will at their own discretion disconnect the service and/or engage at the Site Holder's expense, a NSW Licensed Gas Fitter to inspect, repair as necessary and fit a compliance plate. Outdated cylinders will be removed without notice and cannot be

refilled. Installations must be re-certified upon change of ownership. Two (2) 45kg & One (1) 15kg cylinders are the maximum allowed per site.

30. **ON-SITE SALES**
On-Site Sales are entirely **at Park Managements discretion**. Patrons wanting to sell their Unit or Houseboat "**On-Site**" must have prior written management permission and approval. The appropriate application form is available from the office and must be fully completed and returned together with a key. Caravans / Annexes with a value of less than the **\$20,000.00** are conditional sale. Such units having a limited life left in the Park. Houseboat with a value of less than **\$100,000.00** cannot be sold within the Marina. Other conditions that prevent an On-Site Sale apply and include, non approved or conforming additions and/or structures, age limitations of units, unacceptable presentation, current park improvement and upgrading polices, levee bank alignment and/or maintenance. Units and/or Houseboats not approved for On-Site Sale must be relocated elsewhere as directed or removed from the Park or Marina entirely. **Note:** In the event of On-Site Sale approval, keys are not given out and inspections are conducted only in the company of a staff member. **For Sale Signs** will be provided and installed by the Park (Do not make your own). These signs must not be marked. On-Site Sales are always conditional and a Transfer Fee of 15% (River Site) & 10% (Inland Site) of market value is payable to the Park upon sale or change of ownership circumstances. The **minimum** fee is **\$2,000.00**. A three (3) month advanced fee is payable. Other fees may also apply. Intending purchasers must apply in writing upon the appropriate form (available from Reception). **Applicants** must be **approved** and all payments due paid in full, prior to taking possession. Agreed Sale Prices do not include the Land or Marina Berth, the unit is situated upon or in, or fixtures on the land and is subject to other conditions contained herein and in the Sale & Site Holding Application Forms. Merool on the Murray is not a Real Estate Agent and does not act as a Real Estate Agent. Merool and/or the owners of the land the Park is situated upon are under no obligation whatsoever to allow or approve of an On-Site Sale on their property or within the Marina.
31. **TRAILER & BOATS**
Trailer & Boats are not to be left On-Site whilst the owner is not in attendance, particularly during the "Off Season". They must be removed from the Park or stored in the appropriate areas. **Boats with petrol engines must never be parked or left in separation areas between sites.** Vehicles & Trailers not able to be properly contained within your site must park in the Public Car Park or be returned to the Boat Storage Facility. Trailers & Vehicles must not be parked on grassed areas or other people's sites. Trailers unlawfully or improperly parked will be disposed of, or relocated to storage areas without notice. Fees will apply. **Boat Ramp Launching & Retrieval Fees apply to boats not stored at Merool.** Unregistered and un-roadworthy vehicles & trailers are not permitted in the Park.
32. **DELIVERY TRUCKS**
Trucks are not to be left parked on or near sites. Immediately upon delivery of goods, trucks must be removed from the Park.
33. **BEACH AREA**
Particular care must be taken in the Beach Area. Boats & Skiers are to keep well clear of the swimming area. No Skylarking. Temporary speedboat mooring apparatus must not be placed in the water of the Sandy Beach areas, such devices will be removed without notice. Boats are not to be parked sideways or tied-up floating adjacent to the beaches. **These areas are for all Patrons use and are not exclusive.** The practise of low speed Wake Boarding is creating huge waves and wash, causing massive **Bank Erosion** and severe damage in many areas of the Park & Houseboat Marina. Until such time as this conduct is officially restricted, we ask that all such participation patrons refrain from wake boarding around Merool.
34. **FIRE BANS**
Fire Regulations & Bans, when proclaimed must be observed at all times. Fires must only be lit in properly constructed fire places in clear areas. Fires must not be left unattended whilst alight. After use, **fires are to be thoroughly watered down until cold. NO explosive articles are to be placed in fires.** **Note:** The construction of a fire pit and/or a BBQ on-site required written Management approval. **Rubbish is not to be left in Fire Pits.** In such circumstances, rubbish shall be removed by staff without notice, at a minimum cost of \$50.00 debited to the site holder's extras account. On the third (3) occasion a pit is found containing rubbish, it will be removed and earth filled-in. The Fire Pit can not be reinstated. Site Fire Pits / Barrels are the sole responsibility of the Site Holder.
35. **LOANING OF EQUIPMENT**
Merool is not able to loan equipment or machinery to Site Holders. The Parks Insurers & Work Cover specifically prohibit the use of such implements other than by registered, licensed and insured employees.
36. **UNCLAIMED GOODS**
Unclaimed – Abandoned Goods or Property shall be disposed of after the expiration of thirty (30) days from written notice being sent to the Site Holders last stated address on the most recent Site Application Form held on the Parks Office File. The proceeds if any, shall be retained by the Park and offset against any monies owing and expenses incurred. Fees and cost remaining outstanding in excess of the proceeds or value of the goods shall always remain due and payable.

- 37. **MEROOL OWNED STORAGE SHEDS**
Park owned Storage Sheds are to be kept neat & tidy at all times. Bikes and mud covered vehicles are not to be washed or hosed down inside the Storage Sheds. Inflammable liquid containers and LPGas cylinders must not be stored in these sheds.
- 38. Any queries in relation to these Rules, Entry Condition & Fees should be address in writing to the **Administration Manager, Merool on the Murray, PO Box 20 Moama NSW 2731.**
- 39. Additional **Marina Berth Rules** are attached overleaf, or available from Reception.

GENERAL OFFICE HOURS ***Special Weekends, the Office is open till midnight.**

Peak Season	08:00am – 8:00pm (Saturday – Thursday) 08:00am – 8.00pm (Friday only)
Off Peak Season	08:00am – 6:00pm (Saturday – Thursday) 08:00am – 10:00pm (Friday Only)