

**Q. Why was it OK for my van to be non-compliant up until now, and now it's not?**

**A.** Compliance is required for each of Council's holiday parks to maintain a licence to operate. Up until recently the regulatory requirements for compliance were not scrutinised as thoroughly as they are now – an issue experienced by holiday park operators all across the state.

In order for the holiday park to obtain a licence to operate, all non-compliances must be identified, with a commitment to rectify. If not rectified the licence can be refused, meaning the holiday park will need to cease operating and all van owners will need to remove their van, annexe and associated structures from site.

**Q. Why am I responsible for the rectification work on my van and annexe?**

**A.** Clause 59 of the Occupation Agreement states:

*The occupant agrees:*

- (a) *to comply with a direction to rectify any non-compliance with the Local Government Regulation (Manufactured Homes Estates, Caravan Parks, Camping Grounds and Moveable Dwellings 2005) or any replacement of them, or requirement of Council.*
- (b) *To be responsible for payment of costs of rectifying any non compliance, including and without limitation, upgrading the moveable dwelling and any associated structure or otherwise complying with requirements of Council or the Local Government Regulation (Manufactured Homes Estates, Caravan Parks, Camping Grounds and Moveable Dwellings 2005) or any replacement of them, or requirement of Council.*

Kiama Council has also committed to spending in excess of \$3.8 million on works across its five Holiday Parks to meet compliance and in particular limit the impact on holiday vans and holiday van owners.

**Q. When do I have to undertake the works by?**

**A.** You will have 3 months to submit your 'Advice of Required Compliance Works' form, and as stated on the form, you will then have 6 months to complete the works from the date the form is submitted.

**Q. Can I get an extension on the timeframe for the work to be completed?**

**A.** If you have special circumstances to be considered please contact our consultant on this project, Gillian Moore, to discuss.

**Q. My van and annexe is really close to the separation distance or setback required. Will that be OK?**

**A.** No. The requirement states that it 'must not be installed closer...' and 'must not be located within...', therefore you must meet the requirements.

**Q. What will happen if I don't meet compliance?**

**A.** Vans that don't meet compliance can have their Occupation Agreement terminated, with one months' notice to remove the van, annexe and associated structures from site.

**Q. Can I sell my van and annexe?**

**A.** Any van and annexe that is compliant may be sold, providing that all fees are up-to-date at the time of sale. Non-compliant vans can only be sold if they are to be removed off site, or if the purchaser enters into an agreement with Council, acknowledging the required works and agreeing that they will be completed by the new owner within 90 days of the sale. If this is your situation, please contact your Park Manager to discuss the process and to obtain the associated documents.

**Q. If I have to remove/relocate my van and annexe, what are my options?**

**A.** As advised in your letter you are welcome to sell your van and annexe, to be removed off site. Further information will also be provided to all van owners in this situation, including details of any vacant sites that become available for potential relocation.

**Q. If I am required to remove my van off site, when do I have to do this by?**

**A.** For van owners who have been told their van needs to be removed from the Park, removal must be completed and the site left vacant by 1 May 2023.

**Q. What if my van and annexe will not relocate?**

**A.** If your van is not in a condition to be relocated, but you have secured a spot to relocate to, you can bring in a different van and annexe, as long as it meets all regulations including acceptable materials, separation distances and setbacks. Your current van and annexe will still require removal and the site left vacant.

**Q. Am I expected to pay fees while relocating my van to another site?**

**A.** As clearly stated in the Rules and Regulations, which form part of your Occupation Agreement, payment of fees allows usage of the holiday van for owners and guests combined, to a maximum of 180 days per annum. The relocation of your van will not impact on your 180 days occupancy, therefore you are still required to pay fees.

**Q. Will I need to sign a new Occupation Agreement if I relocate to a new site?**

**A.** Yes. New Occupation Agreements will be provided to all van owners who are able to relocate, once they have relocated onto their new site. New Occupation Agreements will also be provided to van owners once their van and annexe becomes compliant and they have passed the fixed term period of their current Occupation Agreement.

**Q. I no longer want my place in the ballot (Werri Beach van owners only), can I give it to a friend or relative?**

**A.** No. The ballot spots given to successful van owners at Werri Beach Holiday Park can not be transferred or sold. If you no longer want your ballot spot you will forfeit it. Please advise Gillian if this is your situation.

For any other questions or to seek further clarification, please contact:

**Gillian Moore**

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