

## Annual Site Licence

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### Article 1 - Terms and Conditions

1. This Annual Site Licence is granted by the Proprietors of Motutere Bay TOP 10 Holiday Park subject to the conditions as listed herein. The Annual Site licence may be revoked at any time if the Site Holder, Nominated Users or their visitors, fail to observe these terms and conditions or any other rules and regulations in force by the Proprietors or by government.
2. The Term of this Site Licence is 12 months from the start date specified in Article 2. This start date must coincide with the first day of any month. Sites are allocated on an annual basis only and part year terms are not permitted. No refund applications will be considered unless extraordinary circumstances exist and then only at the entire discretion of the Proprietors.
3. If this Licence is available for renewal on expiry of the Term, an offer will be made by the Holiday Park Proprietors. If an offer to renew is made, the Holiday Park Proprietors will advise the Site Holder in writing of any changes to the Annual Site Licence Fee or Terms and Conditions.
4. This Licence will be issued to one primary Site Holder and is not transferable.
5. The Annual Site Fee, as set out in Schedule 1, includes a maximum of 100 free nights (for the first 6 people per night) to be redeemed during the licence Term by the Site Holder or Nominated Users.

Alternatively, the Site Holder or a Nominated User can give permission for other family members and friends to use their van on a one-off basis, specifying whether the stay will deduct from the included nights or not. If not deducting from the included nights, these guests will be required to pay the Holiday Park's normal tourist charges directly to reception at check-in.

If ever the Site Holder or a Nominated User will not be present at check-in, they must advise the Proprietors in advance with the names of all people authorised to access the Site and/or spare key. If notice is not given, guests may be refused entry. This is for the security of our Annual Site Holders.

6. Although family members and friends can be given permission to use the Site (see Article 1, Section 5), it is not permitted to rent the Site to the public (for example on Airbnb). Any Site Holders found advertising their Site for public rental, face revocation of their Annual Site Licence.
7. Day visitors' cars are only permitted within the Holiday Park if their vehicles are parked within the Site boundary. Such visitors must report to the office on arrival and are the ultimate responsibility of the Site Holder.

8. Payment of the Annual Site Fee can be made either annually, quarterly or monthly in advance. Failure to pay Site Fees before the due date will result in a late payment surcharge (see Schedule 1) and may result in revocation of this Licence. If Site Fees regularly fall into arrears, the Site Holder will be required to complete a direct debit authorisation.
9. Sites may not be used for permanent accommodation. Usage is solely for holiday purposes for a maximum of 100 nights per year and 50 nights in any consecutive stay.
10. All Site users and guests must check-in each time they stay. They can do this at reception on arrival or by contacting the Park staff prior to arrival by phone or email. The Site user must advise the name and number of people staying on-Site and the duration of the stay.
11. A Site Holder who has paid the annual fee in full is entitled to that Site for the duration of the Licence Term. If at any time the Site is left vacant, the Site Holder shall give one week's notice of their wish to re-occupy the Site.
12. The Holiday Park Proprietors accept no responsibility for any damage or loss to property on the Site, howsoever arising. All property stored on the Site is entirely at risk of the Site Holder, and all insurance responsibility lies with the Site Holder.
13. Power will be supplied to the Site by the Proprietor via a dedicated power outlet. No Structure may connect into the Park power supply unless it has a current Electrical Warrant of Fitness (EWOFF). The Site Holder shall provide the Proprietors with a copy of the current EWOFF and Gas Compliance and Safety Certificate (if applicable) at the commencement of this agreement and any new certificates issued during the Term.
14. The Site power supply must be disconnected when the Site is not in use and the Site Holder hereby authorises the Proprietors to disconnect such power. Exceptions for short unoccupied periods may be granted at the Proprietor's discretion. Washing machines and dryers are not permitted.
15. During this Term should any object located on the Site (e.g. caravan, awning, deck), regardless of the age, deteriorate to an unacceptable state or appearance to the Proprietors, it must be upgraded or replaced, or the agreement shall not be renewed.
16. At all times, the Site Holder must ensure their Site setup is compliant with all Government regulations (e.g. Camping-Grounds Regulations & Taupo District Council Building Regulations), including but not limited to those summarised in Schedule 2.
17. The Site Holder must seek written approval from the Proprietors prior to commencing any modifications to their Site setup. This includes but is not limited to upgrading their caravan, installing an annex or deck, any major pruning to existing trees and/or planting new trees. When submitting an application to make modifications, The Site Holder must provide as much detail as possible, including photos and a Site plan.
18. Any caravan may not be sold on-Site without prior written approval of the Proprietors. Any potential purchaser must apply to become an Annual Site Holder, and be approved by the Proprietors, before they can occupy the Site. Following an approved sale, the outgoing Site Holder relinquishes all rights of occupation and use of Park facilities.

If attempting to sell a caravan on-Site, wherever the caravan is advertised for sale the Site Holder must include the statement: "The caravan is located on-site at Motutere Bay TOP 10 Holiday Park. Sale is pursuant to the acceptance of the Park's Annual Site Licence terms and conditions. Prior to accepting any sale agreement, all prospective buyers must meet with the Holiday Park Proprietors and the Proprietors must agree to accept the prospective purchaser as a customer of the Holiday Park."

For the avoidance of doubt, if the caravan is first removed from the Park, the Site Holder is permitted to sell their caravan to a third party on terms and conditions which they consider appropriate, and without the Proprietors' consent.

19. When permanently vacating the Site for any reason, the Proprietor must be given one months' notice of the departure date. All Structures must be removed from the Site prior to or on this date. The Site Holder must ensure the Site is left in a clean and tidy condition, the same as when the Site Holder was granted the Site.
20. The Proprietors will undertake tree pruning, mowing and weed eating of the Site. No responsibility is taken for incidental damage to anything occupying the Site. Should the Site Holder not agree to this condition, they may request to maintain their own Site (excluding trees). In this instance, the Proprietors reserve the right to undertake mowing and weed eating of the Site should it be neglected by the Site Holder and detract from the overall amenity of the Park.
21. The Site Holder must provide a spare key for any Structure located on the Site to the Proprietors on commencement of this agreement and ensure this remains current for the entire duration of the licence Term. The Site Holder and Nominated Users can access these keys during office hours, if required. It will not be provided to anyone else without The Site Holder or a Nominated User's written permission and will only be accessed by Park management in case of an emergency.
22. The Site Holder agrees to pay any costs involved in enforcing this agreement. The Site Holder also agrees to pay any other fees imposed by the Proprietors pursuant to Schedule 1 of this Licence, or to the rules and regulations of the Holiday Park and/or any Governmental authority.

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## Article 2 - Site Holder Declaration

Site Number: \_\_\_\_\_ EWOFF Expiry: \_\_\_\_\_

Arrival Date: \_\_\_\_\_ Site Licence Start Date: 01 / \_\_\_\_ / 20\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Car Registration: \_\_\_\_\_ Van Registration: \_\_\_\_\_

Payment option (select one):

- Yearly (in advance) - by cash, card or direct deposit
- Quarterly (in advance) - by cash, card, direct deposit or credit card auto payment
- Monthly (in advance) - **only** by credit card auto payment

### Nominated Site Users:

(These are the individuals authorised by the Site Holder to access the van without prior permission, stay using the included nights and make bookings for other guests. Only those over 18 years of age need to be listed)

Name \_\_\_\_\_ Name \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

*NB: There is no limit to the number of people you can nominate. Please attach additional page if more space is required.*

I, \_\_\_\_\_, accept the Terms and Conditions as set out in this agreement.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

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## Schedule 1 - Hillside Annual Site Fees (April 2023 - March 2024)

- Annual Site Fee (includes 100 nights per annum for the first 6 people per night):  
\$3,944.00\* per annum if paid prior to the due date  
  
\*The Annual Site Fee is subject to a yearly price increase each April, in-line with the financial year.
- Yearly Payment Option:  
All Site Holders who pay the Annual Site Fee in full prior to the Licence start date will receive a \$50 discount. The Proprietors will invoice any difference in the Annual Site Fee due to the yearly price increase prior to 1 April.
- Late Payment Surcharge:  
All instalments paid after the due date will incur a late payment surcharge of 7%.
- Administration Fee:  
All new Site Holders must pay a one-off Administration Fee of \$500 prior to occupying the Site.
- Extra Persons (over the included 6 people per night):  
All extra persons will be charged at the rate of \$20 per adult (16+) and \$10 per child (4-15) per night. Infants (0-3) are free of charge. This rate applies all year round.

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## Schedule 2 - Site Setup Compliance Summary

An Annual Site Licence is only issued for 12-months at a time. An Annual Site is NOT a Permanent Site and as such, the following guidelines must be followed for all new Annual Site Licence applications and/or modifications to existing Annual Site setups.

- Any Structure must be considered a Temporary Living Space and not deemed to be Permanent in any way. Caravans, motorhomes, cabins or similar, must be transportable on wheels. Other Structures such as an annex or deck, must be deemed as temporary and easy to remove from the park if needed.
- No Structure can have a bathroom unless it is fully self-contained and does not need to be connected to the park sewer. Storage tanks and/or cassette toilets are permitted.
- There must be at least 1.5 metres between any Temporary Living Structure and the Site boundary (including the road).
- There must be at least 3 metres between any Temporary Living Structure and the neighbouring Temporary Living Structures.
- Any vehicles and/or boats must be parked within the Site boundary and cannot encroach onto any road or access way, unless prior arrangement has been made (additional fees may apply).
- The following is also not permitted:
  - a) Any form of permanent or semi-permanent footings (e.g., concrete slab, concreted piles, piles rammed into the ground).
  - b) Any roof which extends past the walls of the Temporary Living Structure (e.g., over a deck, walkway, pathway, corridor between annex and van).
  - c) Planting, removal or major pruning of any plants, unless first approved in writing by the Proprietor.

- Any applications for new site set-ups and/or amendments to existing site set-ups, will require a detailed Site Plan to be submitted to the Proprietor for approval. An example Site Plan is below. All Site Plans must include:
  - a) What Structures are intended to be put on the site (i.e., van/awning/deck/annex), and the exact measurements of these Structures.
  - b) Distance between the Structure/s and all four site boundaries.
  - c) Distance between the Structure/s and any neighbouring structures.
  - e) Where any car or boat will be parked.

Please note: We have implemented the above guidelines in the attempt to reduce the risk of any of our Annual Site Holders being asked to apply for building consent in the future. The regulations are ambiguous and can be interpreted in many ways. It is therefore the Annual Site Owner's obligation to investigate what is required by the relevant authorities and be comfortable that their site set-up would be deemed as a Temporary Living Space and not subject to building consent/council approval. By signing this agreement, you are acknowledging that you are putting your Structure on-site at your own risk and that you have carefully considered all applicable rules and regulations. If at any time, you were asked to apply for building consent or remove your Structure from the park for any reason, this would be at your cost.

