Invitation for Expression of Interest – Lease of Donald Caravan Park

Prepared for:
Buloke Shire Council

Expressions of Interest close at 2.00 pm (Australian Daylight Saving Time) on Thursday 5 November 2015
Invitation for Expression of Interest

1. Definitions

In this Invitation:

- **CLRA** means the *Crown Land (Reserves) Act 1978* (Vic).
- **Council** means Buloke Shire Council.
- **Invitation** means this invitation for expressions of interest.
- **Lease** means a lease of the Premises in accordance with the terms of clause 4.2.
- **Premises** means the Donald Caravan Park, being the area marked ‘A’ on the lease plan attached as Annexure A. The aerial photographs in Annexure A show the existing improvements at the Premises.
- **Proponent** means a person or corporate body who lodges a Proposal in accordance with this Invitation.
- **Proposal** means the Proponent’s response to this Invitation.
- **Regulations** means the *Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010* (Vic).
- **Schedule of Works** has the meaning given in clause 4.2.7.

2. Overview and Purpose

2.1 Overview

2.1.1 The Premises are located within the Donald Caravan Park Reserve, which is Crown land which has been reserved under the CLRA. Council is the committee of management of the Premises, and has the power to grant a lease of the Premises for up to 21 years under section 17D of the CLRA. The Crown land details are Crown Allotment 6E, Section 7, Township of Donald, Parish of Banyenong.

2.1.2 Council is seeking expressions of interest from Proponents to enter into a lease, under which the Proponent will develop and operate the Premises as a quality tourist caravan park.

2.2 Purposes

Council’s purposes in undertaking this expression of interest process are:

2.2.1 to provide sufficient details to enable each Proponent to make a preliminary assessment of the Premises and submit an informed Proposal;

2.2.2 to enable Council to identify Proposals which meet Council’s objectives; and

2.2.3 to permit Council to consider and assess the other pertinent issues in relation to the development and operation of the Premises.
3. Council’s objectives

3.1 The principal objectives of Council are:

3.1.1 to secure a reliable tenant with:

(a) a high quality Proposal for the development of the Premises as a high quality tourist caravan park at no cost to Council; and

(b) appropriate experience and resources to develop, promote and operate a high quality tourist caravan park in accordance with the Proposal;

3.1.2 to achieve a financial return to Council which represents value for money;

3.1.3 to conserve and maintain the natural environment of the Premises; and

3.1.4 to ensure that the caravan park is operated in accordance with sound business management principles (including, as a minimum, principles relating to regulatory compliance, occupational health and safety, environmental and financial sustainability and achievement of prescribed minimum development requirements).

3.2 As a minimum, any development of the Premises should include the items listed in Annexure B.

4. The expression of interest process

4.1 Timetable

This Invitation is issued on Saturday 3 October 2015 and all Proposals must be submitted by 2.00 pm (Australian Daylight Saving Time) on Thursday 5 November 2015.

4.2 Lease

4.2.1 The successful Proponent will be required to enter into a Lease.

4.2.2 By virtue of the Ministerial Determination made by the Minister for Small Business pursuant to section 5(1)(c) of the Retail Leases Act 2003 (Vic), the Lease will be exempt from the operation of that Act. This is because:

(a) the lease term will be greater than 15 years;

(b) the Lease will require the tenant to carry out and pay for substantial works; and

(c) the tenant will be disentitled to remove the works at the end of the Lease.

4.2.3 The Lease will include the following key provisions:

(a) the permitted use of the Premises is to be as a tourist caravan park;

(b) the Lease will be for a single term of 21 years;

(c) the Lease will commence on the later of:

(i) 1 January 2016; and
(ii) the day following the date on which Council obtains vacant possession of the Premises from the current tenant;

(d) the rent will be subject to annual CPI reviews throughout the term of the Lease, except in year 10 when the rent will be reviewed to market;

(e) the tenant is to undertake the development of the Premises at its own cost in accordance with an agreed construction program;

(f) improvements constructed by the tenant are to be owned by the tenant during the Lease, but will revert to Council at no cost upon the expiry or earlier termination of the Lease;

(g) the tenant will be solely responsible for all repairs and maintenance, including repairs and maintenance of a capital or structural nature;

(h) the provision of a bank guarantee for $10,000 and (where the tenant is a company) personal guarantees from the tenant’s directors, as security for the performance of the tenant’s obligations;

(i) a prohibition on the tenant assigning the lease within the first 3 years, or until the development works have been completed (whichever is the later) – any assignment following the end of this period is subject to approval of the landlord and the Minister. The tenant may only assign the whole of the Premises (not part);

(j) a prohibition on the removal of any existing native trees, or any other works which would interfere with the Premises’ natural environment, without the landlord’s approval; and

(k) a prohibition on the granting of subleases.

4.2.4 The Lease will be subject to:

(a) Council giving notice of its intention to lease the Premises under section 190 of the Local Government Act 1989 (Vic), hearing any submissions made in respect of such public notice under section 223 of that Act, and then resolving whether or not to proceed with the Lease; and

(b) Ministerial approval under section 17D of under the CLRA.

4.2.5 If the development works require a planning permit, then the Lease will also be conditional on the tenant obtaining the necessary permit within an agreed timeframe.

4.2.6 Depending on whether the Proponent to whom the Lease is awarded is the current tenant of the Premises, or a person or company other than the current tenant, the Lease will include obligations reflecting the provisions of clause 5.6 or clause 5.7 (as appropriate).

4.2.7 The Proponent acknowledges that:

(a) as at the date of this Invitation, the caravan park at the Premises is not registered pursuant to the Regulations;

(b) the Lease will include a requirement that the tenant must obtain and maintain registration of the caravan park pursuant to the Regulations;
(c) in order to maintain the registration of the caravan park, fire safety works will need to be undertaken in accordance with a schedule of works approved by Council’s municipal building surveyor and/or environmental health officer under the Regulations (Schedule of Works);

(d) an indicative Schedule of Works is attached in Error! Reference source not found. of this Invitation;

(e) the Lease will include obligations requiring the Tenant to carry out all works set out in the final Schedule of Works approved by Council’s municipal building surveyor and/or environmental health officer, other than those works which are noted as being Council’s responsibility in the indicative Schedule of Works attached in Error! Reference source not found. of this Invitation.

4.3 Expression of interest – registration form

Each Proponent must submit a Proposal in the form attached in Schedule 1 of this Invitation.

4.4 Proposals

Each Proposal must include the following:

4.4.1 Nature, quality and timing of development works

A statement setting out the nature, quality and timing of the development works to be carried out at the Premises, including:

(a) the proposed scope of works;

(b) the proposed equipment, materials and finishes;

(c) the proposed construction program for each component of the works;

(d) indicative costings for each component of the works;

(e) a basic concept plan of the works, showing the proposed location of cabins and other improvements at the Premises following completion of the works; and

(f) a description of how the proposed works and improvements will be implemented to preserve the natural environment. The natural environment includes and extends to the waters and riparian vegetation of the artificial lake situated to the north/north-west of the Premises in the area marked ‘B’ on the plan attached as Annexure A.

4.4.2 Proposed starting rent

A statement setting out the Proponent’s proposed commencing rent under the Lease.

4.4.3 Proponent’s experience

A statement setting out details of the Proponent’s experience in developing and operating caravan parks or similar types of premises, including the following:

(a) the trading history of the Proponent; and
4.4.4 **Proponent’s financial capacity**

A statement setting out:

(a) evidence of the Proponent’s capacity to fund (or arrange funding for) the proposed development works at the Premises; and

(b) evidence of the Proponent’s financial capacity to commit to the Lease and to operate the caravan park business, including provision of the Proponent’s balance sheet and any other relevant financial statements, and a supporting letter from its financier (if required).

4.4.5 **Proponent’s resources**

A statement setting out the available resources of the Proponent to operate the caravan park in accordance with the terms of the Lease, including the following details:

(a) the number of personnel that the Proponent intends to dedicate to the operation of the caravan business under the Lease;

(b) how the Proponent will ensure that there will be a continuing availability of sufficient resources throughout the term of the Lease, including the Proponent’s ability to respond to short term increases in demand at short notice; and

(c) an outline of the Proponent’s proposed management plan for the caravan park.

4.4.6 **Proponent’s approach to customer service**

A statement detailing the Proponent’s approach to customer service and customer service systems that the Proponent will be using at the Premises, including:

(a) details of proposed complaint handling procedures;

(b) details of any staff induction programs; and

(c) details of any ongoing staff training programs.

4.4.7 **Accreditations**

A brief statement detailing the Proponent’s understanding of the accreditation regime applicable to caravan parks, and the proposed accreditation/s to be obtained and maintained for the Donald Caravan Park.

4.4.8 **Marketing**

A brief marketing plan outlining the Proponent’s short and long term marketing strategies for the Premises.

4.5 **Procedure for lodgement**

4.5.1 All Proposals must be completed in accordance with clause 4.4, and must be lodged by one of the following 2 methods:
Method 1

Proposals must be lodged via Council’s e-tender portal which may be found at www.tendersonline.com.au/buloke with uploads to be completed prior to the closing date and time for Proposals. Proponents are solely responsible for ensuring that they allow sufficient time for their Proposal to upload before the closing date and time for Proposals.

Or alternatively:

Method 2

Proposals must be enclosed in a plain sealed envelope (exclusive of any company logos or similar identification), which is clearly marked “EoI for Lease of Donald Caravan Park” and deposited in Council’s tender box which is located in the customer service reception area at Council’s Wycheprfo office at 367 Broadway, Wycheprfo, Victoria 3527 prior to the closing date and time for Proposals.

4.5.2 Any Proponent lodging a Proposal electronically:

(a) must follow the instructions provided by Council’s electronic tendering service provider, and accepts that failure to do so may result in incorrect or incomplete lodgement and rejection of the Proposal;

(b) acknowledges that they elect to use the electronic tendering service (ETS) at their risk and that Council will not accept liability or responsibility for any failure of the ETS, or any failed, rejected, incorrect or incomplete lodgement or lateness of a Proposal arising from a Proponent’s use of the ETS;

(c) releases Council and its staff from, and indemnifies them against, all claims that arise due to a Proponent’s use of the ETS;

(d) agrees that the date and time appearing on the ETS website will be used to ascertain the conclusive date and time for lodgement;

(e) accepts that Council does not warrant that it will be possible for a Proponent to successfully lodge a Proposal electronically and does not provide any Proponent with a warranty or other guarantee as to the security or integrity of the ETS;

(f) accepts that if the electronic copy of the Proposal contains a virus then, notwithstanding any disclaimer made by the Proponent in respect of viruses, the Proponent must pay to Council all costs incurred by Council arising from, or in connection with, the virus;

(g) acknowledges that lodgement of the Proposal may take time and the Proponent must make its own assessment of the time required for full transmission of its Proposal; and

(h) accepts that if the electronic copy of the Proposal becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then Council may request the Proponent to provide another copy of the Proposal either electronically or in hard copy or both.

4.5.3 If Council requests the provision of another copy of the Proposal, then the Proponent must:
(a) provide the copy in the form or forms requested within the period specified by Council;

(b) provide a statutory declaration that the copy is a true copy of the Proposal which was electronically submitted by the Proponent and that no changes to the offer have been made after the initial attempted electronic submission; and

(c) provide a copy of the ETS receipt for the initial attempted electronic submission.

4.6 Variations

Council is under no obligation to provide a Proponent with a further opportunity to respond to this Invitation or allow a Proponent to vary its Proposal, once that Proposal has been lodged.

4.7 Inspections

Inspections of the Premises will be available on the week commencing Monday 12 October 2015 by appointment only, subject to Council making suitable arrangements with the present tenant of the Premises. Interested Proponents should telephone Anthony Judd on 1300 520 520 or mobile 0437 175 051.

5. Evaluation process

5.1 In assessing each Proposal received, Council will use the following evaluation criteria (not listed in any order of importance):

5.1.1 the nature, quality and timing of the development works proposed;

5.1.2 the extent to which the Proposal represents value for money to Council, in terms of:

(a) the value of the development works; and

(b) the rental return to Council;

5.1.3 the Proponent’s experience in developing and operating caravan parks or similar types of premises;

5.1.4 the Proponent’s financial capacity to undertake the proposed development works and to commit to the Lease;

5.1.5 the available resources of the Proponent;

5.1.6 the Proponent’s approach to customer service and marketing;

5.1.7 the Proponent’s understanding of the accreditation regime applicable to caravan parks, and the Proponent’s proposed accreditation/s for the Donald Caravan Park; and

5.1.8 the Proponent’s proposal to protect the natural environment of the Premises and the adjacent lake.

5.2 On completion of assessment of Proposals, Council may decide to:

5.2.1 proceed to a request for proposals process with short-listed Proponents;
5.2.2 appoint a Proponent as preferred Proponent;
5.2.3 negotiate with any or several of the Proponents; or
5.2.4 terminate this Invitation for expressions of interest.

5.3 Council will not be bound to engage any Proponent or review any Proposal that does not conform with the requirements set out in this Invitation.

5.4 The Proponent acknowledges that Council is not bound to accept the Proposal with the highest financial offer or any Proposal submitted in response to this Invitation and may terminate the expression of interest process at any time.

5.5 The submission of any Proposal does not give rise to any contract governing, or in any way concerning, the expression of interest process, or any aspect of the expression of interest process. Council expressly disclaims any intention to enter into such a contract.

5.6 Council reserves the right at its sole discretion to consider a Proposal from the current tenant of the Premises, which involves the retention of any of the existing on-site moveable dwellings, on-site caravans and annexes and carports appurtenant thereto (or any combination of these), subject to the current tenant undertaking to carry out any necessary works in relation to those items to enable the caravan park at the Premises to be registered under the Regulations (which works will form part of the final Schedule of Works approved by Council’s municipal building surveyor pursuant to the Regulations). Nothing in this clause 5.6 is intended to be taken as implying or suggesting that Council’s preference, in undertaking an expression of interest process pursuant to this Invitation, is to award a Lease to the current tenant of the Premises.

5.7 In the event that Council awards a Lease to a party other than the current tenant of the Premises, then the Lease will include a provision under which Council agrees to remove, at its own expense, all of the existing on-site moveable dwellings and on-site caravans (including all annexes and/or carports appurtenant thereto) on the Premises within 3 months from the date that the current tenant vacates the Premises.

6. **No fettering of Council’s powers**

Nothing in this Invitation shall fetter or restrict the power or discretion of Council to make or impose requirements or conditions in connection with any use or development of the Premises or the granting of any planning approval.

7. **Costs and expenses**

Proponents will be responsible for all costs associated with making and submitting their Proposal in response to this Invitation.

8. **Confidentiality**

Council and its consultants will treat all material submitted as confidential and will also require all Proponents to observe confidentiality. Proponents may be required to execute a confidentiality deed.
9. **Disclaimer**

9.1 Neither Council nor any of its consultants accept any responsibility to any Proponent or other third parties under the law of contract, tort or otherwise for any loss or damage which may arise from anything contained in this Invitation, any matter deemed to form part of this Invitation, the supporting information or documents referred to in this Invitation, or any other information supplied to any Proponent on behalf of Council.

9.2 All information given to a Proponent and ultimately the preferred Proponent by Council or its respective officers or agents will be given on an “all care and no responsibility” basis.

9.3 By receiving delivery of this Invitation, each organisation and ultimately the Proponent shall, without qualifications, be deemed to have acknowledged acceptance of and shall be bound by the provisions of this clause 9.

9.4 Council reserves the right not to proceed with the Lease and to decline to discuss the Lease further with any parties. No reimbursement of costs will be paid to persons or organisations preparing Proposals in relation to this Invitation.

9.5 No unsuccessful organisation will be entitled to any redress against Council or in the event that Council permits any amendments or additions to any Proposals or enters into any agreement in relation to the Lease with any other person whether an organisation or not.

10. **Further Information**

All requests for further information regarding this Invitation or the Lease should be directed to:

Anthony Judd  
Director Works and Technical Services  
Buloke Shire Council  
Phone: 1300 520 520 / 0437 175 051  
Email: AJudd@buloke.vic.gov.au
Schedule 1

Expression of Interest – Registration Form

A. PROPONENTS MUST COMPLETE THE FOLLOWING DETAILS:

1. Name:  ........................................................................................................................................

2. Registered Office:  ........................................................................................................................

3. Postal Address:  ............................................................................................................................

4. Nominated Contact Person:  ............................................................................................................

5. Telephone:  ......................................................................................................................................

6. Facsimile:  ........................................................................................................................................

7. Email Address:  ............................................................................................................................... 

B. PROPONENTS MUST PROVIDE THE INFORMATION SPECIFIED IN CLAUSE 4.4 OF THE INVITATION FOR EXPRESSION OF INTEREST

C. ACKNOWLEDGMENT AND DECLARATION

We acknowledge that, by submitting this Proposal, we accept, and acknowledge that we are bound by, the terms and conditions stated in the Invitation for expressions of interest.

We declare that we have no direct or indirect conflict of interest in participating in the Lease outlined in the Invitation for expressions of interest.
DATED: 2015

If Proponent is a company:

SIGNED for and on behalf of 
by 

................................ ................................ 
Name: 
Title: 

If Proponent is an individual:

SIGNED by 
in the presence of: 

................................ ................................ 
Witness
Annexure A

Plan of the Premises (the existing improvements at the Premises are as shown on the aerial photographs on the following pages)
Annexure B

Minimum development requirements

The proposed minimum development requirements including capital works for the caravan park are detailed below. The capital works are expected to be implemented over a 5 year agreed program. The program will be subject to consultation with interested parties during the procurement and may be subject to amendment and modification.

- Provide plant and equipment (mower, vehicle, power tools and the like) necessary for the routine maintenance of the caravan park.

- Provide new signage at the entrance to the caravan park and other signage in respect to facilities within the caravan park.

- Provide and install onsite office and manager’s accommodation (must be a moveable dwelling) complete with –
  - separate office/reception space;
  - kitchen;
  - en-suite facility including toilet, vanity basin and shower recess; and
  - front deck.

- Provide and install (in addition to the manager’s accommodation) 3 x two-bedroom cabins (must be moveable dwellings) complete with –
  - kitchen;
  - en-suite facility including toilet, vanity basin and shower recess; and
  - front deck.

- Ongoing refurbishment of caravan park amenities.

- (Optional) Provision of additional one-bedroom or two-bedroom cabins (must be moveable dwellings) with decks.
Annexure C

Indicative Schedule of Works

The following Schedule of Works is intended to be attached to the certificate of registration of the Donald Caravan Park.

This Schedule of Works has been prepared to address matters advised in the CFA Fire Safety Report dated 7th May 2015 as follows:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Required Works, Actions and/or Outcomes</th>
<th>Implementation Timelines from Date of Registration</th>
<th>Status when Inspected by CFA (14/10/2011)</th>
<th>Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Commence within</td>
<td>Complete within</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Provide and install portable fire extinguishers in each residential structure (excluding tents) and elsewhere in accordance with AS 2444 as per table 1.1 hereafter and maintain in accordance with AS 1851.</td>
<td>7 days</td>
<td>21 days</td>
<td>Not compliant</td>
</tr>
<tr>
<td>1.2</td>
<td>Provide and install fire blankets in each residential structure (excluding tents) and elsewhere in accordance with AS2444 including signage and maintain in accordance with AS1851.</td>
<td>7 days</td>
<td>21 days</td>
<td>Not compliant</td>
</tr>
<tr>
<td>1.3</td>
<td>All portable fire extinguishers and all fire blankets must be tagged.</td>
<td>7 days</td>
<td>21 days</td>
<td>Not compliant</td>
</tr>
<tr>
<td>1.4</td>
<td>Provide and install fire hose reels to provide each site with full coverage from 36m long fire hose reel when fully extended and laid to avoid any physical barriers. Fire hose reels shall be installed in accordance with AS2441 as if they were installed to protect a building.</td>
<td>2 months</td>
<td>2 years</td>
<td>Not compliant</td>
</tr>
<tr>
<td>1.5</td>
<td>Provide fire hose reels with protection and maintain in accordance with AS1851</td>
<td>2 months</td>
<td>2 years</td>
<td>Not compliant</td>
</tr>
<tr>
<td>1.6</td>
<td>Documented evidence of maintenance must be kept on site to ensure that all fire extinguishers, fire hose reels, fire blankets and any other fire equipment has been maintained and is in working order.</td>
<td>7 days</td>
<td>21 days</td>
<td>Not compliant</td>
</tr>
</tbody>
</table>
2. The following will be undertaken to achieve Performance Measure PM5 (Fire Authority Equipment)*:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Timeframe</th>
<th>Compliance</th>
<th>Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Fire hydrants must be such as to provide each site with full coverage from 120m of hose laid to avoid all permanent obstructions and anticipated vehicular obstructions.</td>
<td>2 months</td>
<td>2 years</td>
<td>Not compliant</td>
</tr>
<tr>
<td>2.2</td>
<td>The water supply performance for fire hydrants, pipe size and fittings must be in accordance with AS2419 as if they were installed to protect a building and must be to the satisfaction of the CFA.</td>
<td>2 months</td>
<td>2 years</td>
<td>Not compliant</td>
</tr>
<tr>
<td>2.3</td>
<td>External hydrants must be designed and installed in accordance with sub-section 3.2.2.1 of AS2419.</td>
<td>2 months</td>
<td>2 years</td>
<td>Not compliant</td>
</tr>
<tr>
<td>2.4</td>
<td>Provide urgent maintenance to existing fire hydrant and ground ball hydrant to restore serviceability including installation of hydrant marker posts.</td>
<td>7 days</td>
<td>21 days</td>
<td>Not compliant</td>
</tr>
<tr>
<td>2.5</td>
<td>Documented evidence of maintenance must be kept on site to ensure that all fire hydrants, signage and any other equipment have been maintained and is in working order.</td>
<td>7 days</td>
<td>21 days</td>
<td>Not compliant</td>
</tr>
</tbody>
</table>

3. The following will be undertaken to achieve Performance Measure PM1 (Firefighter Access)*:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Timeframe</th>
<th>Compliance</th>
<th>Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Maintain spaces between and around structures and ensure that vegetation (including hedges) and the storage of anything are monitored on an ongoing basis so that firefighter access is not obstructed.</td>
<td></td>
<td>Compliant</td>
<td>Tenant</td>
</tr>
<tr>
<td>3.2</td>
<td>Documented evidence of maintenance must be kept on site to ensure that firefighter access is maintained.</td>
<td>7 days</td>
<td>21 days</td>
<td>Not compliant</td>
</tr>
</tbody>
</table>

4. The following will be undertaken to achieve Performance Measure PM2 (Fire Vehicle Access)*:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Timeframe</th>
<th>Compliance</th>
<th>Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Monitor access for fire vehicles on an ongoing basis and ensure unobstructed emergency vehicle access at all times.</td>
<td></td>
<td>Compliant</td>
<td>Tenant</td>
</tr>
<tr>
<td>4.2</td>
<td>Documented evidence of maintenance of fire vehicle access must be kept on site.</td>
<td>7 days</td>
<td>21 days</td>
<td>Not compliant</td>
</tr>
</tbody>
</table>

5. The following will be undertaken to achieve Performance Measure PM3 (Fire Separation)*:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Timeframe</th>
<th>Compliance</th>
<th>Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Monitor vegetation (including hedges) and the storage of anything between and around structures that may contribute to fire spread and reduce and maintain on an ongoing basis.</td>
<td></td>
<td>Compliant</td>
<td>Tenant</td>
</tr>
</tbody>
</table>
5.2 Documented evidence of maintenance of fire separation must be kept on site.

| 7 days | 21 days | Not compliant | Tenant |

6. The following will be undertaken to achieve compliance with Regulation 35 (Smoke Alarms):

6.1 Provide and install smoke alarms in all moveable dwellings (cabins) in accordance with BCA Vol 2 part 3.7.2.3 (hard wired).

| 7 days | 2 months | Not compliant | Tenant |

6.2 Documented evidence that all smoke alarms have been maintained and are in working order must be kept on site.

| 7 days | 2 months | Not compliant | Tenant |

7. The following will be undertaken to achieve Performance Measure PM6 (LP Gas)*:

7.1 LP Gas cylinders with a capacity greater than 200 litres in public areas must be fenced in accordance with AS/NZS1596.

| 7 days | 2 months | Not compliant | Council |

7.2 LP Gas cylinders with a capacity greater than 200 litres in public areas must be protected from impact by the installation of bollards in accordance with AS/NZS1596 Appendix Q part Q4(c).

| 7 days | 2 months | Not compliant | Council |

7.3 Provide and install HAZCHEM signage at the entrance to the caravan park and on the gate of the fence erected around the cylinder (reference 7.1 above).

| 7 days | 2 months | Not compliant | Council |

7.4 Documented evidence that gas cylinders have been maintained and are in working order must be kept on site.

| 7 days | 2 months | Not compliant | Tenant |

8. The following will be undertaken to achieve Performance Measure PM7 (Electrical Safety)*:

8.1 External power supplies must be insulated and shall not have any connections that are exposed to the weather.

| 7 days | 21 days | Not compliant | Council |

8.2 Exposed cables in the Main Switchboard and cables with burnt insulation shall be rectified.

| 7 days | 21 days | Not compliant | Council |

8.3 All extension leads for connection between an external power source and structures shall be tested and tagged in accordance with AS/NZS3760.

| 7 days | 21 days | Not compliant | Tenant |

8.4 Documented evidence that electrical installations and extension leads have been maintained and are in working order must be kept on site.

| 7 days | 21 days | Not compliant | Tenant |
9. The following will be undertaken to achieve Performance Measure PM8 (Flammable Liquids)*:

| 9.1 | The storage and use of flammable liquids at the caravan park shall be in accordance and compliance with the Dangerous Goods (Storage and Handling) Regulations 2000 and AS1940. | Compliant | Tenant |
| 9.2 | Documented evidence that the storage and use of flammable liquids accords and complies with the Dangerous Goods (Storage and Handling) Regulations 2000 and AS1940 must be kept on site. | 7 days | 21 days | Not compliant |

10. The following will be undertaken to achieve Performance Measure PM9 (Emergency Management Plan)*:

| 10.1 | Develop and document an Emergency Management Plan (EMP) that identifies and treats all identified risks within the caravan park. The EMP must be developed in accordance with AS 3745 and AS/NZS 4360 and also AS 1596, AS 1940 and the Dangerous Goods (Storage and Handling) Regulations 2000 where applicable. The EMP must be kept on site at all times. | 2 months | 6 months | Not compliant |

### 11. Minimum Requirements for Documented Evidence:

**11.1** Documented Evidence where required at Items 1.6, 2.4, 3.2, 4.2, 5.2, 6.2, 7.4 and 8.4 must as a minimum include:
- Record Reference;
- Name and address of caravan park;
- Date of maintenance/inspection;
- Frequency of maintenance activity undertaken;
- Defects identified;
- Name of Property Owner (Buloke Shire Council as Committee of Management) and the Tenant(s);
- Name and signature of the service person; and
- Date the record was completed.

Further to Item 8.4 where applicable to any electrical work a Certificate of Electrical Safety must be obtained and kept on site. A copy of each Certificate of Electrical Safety must be provided to the Council.

<table>
<thead>
<tr>
<th>11.1</th>
<th>7 days</th>
<th>6 months</th>
<th>Not compliant</th>
<th>Tenant</th>
</tr>
</thead>
</table>

**11.2** The documented evidence required pursuant to Item 9.2 shall be as prescribed in AS 3745; AS/NZS 4360; and where applicable AS 1596, AS 1940 and the Dangerous Goods (Storage and Handling) Regulations 2000.

<table>
<thead>
<tr>
<th>11.2</th>
<th>7 days</th>
<th>21 days</th>
<th>Not compliant</th>
<th>Tenant</th>
</tr>
</thead>
</table>

**NOTE:**
- Performance Measurements are derived from the CFA/MFB guidelines “Caravan Park Fire Safety (May 2012)”