

 Whitecliffs Foreshore Reserve	Issue no.:	1.1
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	Doc owner:	Foreshore Manager
	Responsible Authority	WCCBFRCoM
	Document no.:	PN20
Camping Terms and Conditions	Next review date:	06/2023

Camping Application and Agreement

To successfully apply and be allowed to camp and stay on the Whitecliffs Foreshore Reserve (**Reserve**) (as the Reserve is controlled and managed by the Whitecliffs to Camerons Bight Foreshore Reserve Committee of Management (**Committee of Management**)), the applicant (**Applicant** or **Guest**) acknowledges that they have read and understood the Camping Terms and Conditions as hereafter set out (**Terms and Conditions**) and that, together with the application form submission and full payment (**Application for Camping**), the Terms and Conditions form a legally binding agreement between the Guest and the Committee of Management (**Agreement**) which regulates the use, enjoyment and occupation of the campsite which has been allocated and made available to the Guest (**Campsite**).

The Guest (in the Guest's own capacity and on behalf of any and all persons staying with or visiting the Guest on the Reserve and the Campsite) acknowledges and agrees that (and as evidenced by making and signing the Application for Camping) –

- (a) the Guest will abide by and comply with the Agreement;
- (b) the Guest will be and remain personally responsible for all and any non-compliance with or breach of the Terms and Conditions; and
- (c) the Terms and Conditions constitute the Terms and Conditions under which the Guest and the persons staying with or visiting the Guest are permitted to use, enjoy and occupy the Campsite and the Reserve.

Camping Terms and Conditions

1 Release and Indemnity

- 1.1 To the full extent permitted by law, the Guest must release, discharge and indemnify the State of Victoria, the Committee of Management and their respective employees, servants and agents from any and all injury, damage, loss, cost or liability incurred or suffered by the Guest or any person staying with or visiting the Guest in connection with their use and occupation of the Reserve and the Campsite.
- 1.2 Without limiting clause 1.1, the Guest must ensure that all personal property of the Guest is always safely stored and secured on the Campsite.

2 Camping Application and Terms and Conditions

- 2.1 The Foreshore Manager, on behalf of the Committee of Management, reserves the right in their absolute discretion to decline (or to impose any special conditions in relation to) the Application for Camping.
- 2.2 Guest or Applicant selection of a particular campsite is not binding. The Foreshore Manager, on behalf of the Committee of Management, reserves the right in their absolute discretion to modify a guest's booking duration and/or their selected site.
- 2.3 The Guest is and will be held personally responsible for any non-compliance with or breach of the Camping Terms and Conditions (whether caused by the Guest in their capacity as the Applicant or the Guest or by any person staying with or visiting the Guest at the Campsite and the Reserve).

- 2.4 If the Guest or any person staying with or visiting the Guest fails to comply with or commits a breach of the Terms and Conditions, the Foreshore Manager or the person acting in that capacity or any person acting on behalf of the Foreshore Manager:
- 2.5 may, but is not obliged to, issue an oral or written warning to the Guest or their guest or visitor; or
- 2.6 may terminate the Guest's right to use and occupy the Campsite; or
- 2.7 may refuse (or impose any special conditions) in connection with any future camping applications made by the Guest or the offending individual.
- 2.8 If the right of the Guest to use and occupy the Campsite is terminated, the Guest must immediately vacate the Campsite in accordance with directions given by the Foreshore Manager or any person acting in that capacity or on behalf of the Foreshore Manager.

3 Aboriginal Cultural Heritage

- 3.1 The Guest and all persons staying with or visiting the Guest must respect the acknowledged and extensive aboriginal cultural heritage in, on or connected with, the Reserve and follow all management directions in relation to the preservation and protection of such aboriginal cultural heritage.
- 3.2 Without limitation, this includes the digging of trenches or other excavations of any soil, save for such digging as is reasonably required for the installation of the Campsite tent pegs.

4 Administration and Payment Arrangements

- 4.1 Payments must be made in full upon booking for the Campsite.
- 4.2 Early departures are not refundable.
- 4.3 Rates may change and surcharges may be introduced without notice.
- 4.4 Peak season (December/January) cancellations notified at least thirty (30) days prior to booking commencement date are refundable, less a \$50.00 administration fee.
- 4.5 Shoulder and off-peak season cancellations notified at least fourteen (14) days prior to booking commencement date are refundable, less a \$30.00 administration fee.
- 4.6 Peak season (December/January) cancellations notified less than thirty (30) days prior to booking commencement date are non-refundable.
- 4.7 Shoulder and off-peak season cancellations notified less than fourteen (14) days prior to booking commencement date are non-refundable.
- 4.8 All cancellations must be communicated in writing, via e-mail or letter.
- 4.9 Campsite fees permit a maximum of six (6) guests with a maximum of four (4) adults and one (1) setup only.
- 4.10 Campsites are non-transferrable.
- 4.11 Campsites and/or the setup on Campsites must not be sub-let or loaned.
- 4.12 Without limiting clause 1, no liability is accepted by the Committee for any loss or damage to property whilst camping on the Reserve.

5 Arrival and Departure

- 5.1 The Guest may arrive and setup on the Campsite from 2 pm on the day of arrival.
- 5.2 The Guest and all property and camping equipment of the Guest must be vacated from the Campsite by 11 am on the day of departure and the Campsite must be left in a clean and tidy condition.
- 5.3 Arrival and departure times must be strictly adhered to, unless prior agreement has been received in writing from management. Surcharges may apply.
- 5.4 The Guest and persons staying with or visiting the Guest may occupy the Campsite for a maximum period of 59 consecutive nights.

6 Guest conduct

- 6.1 Any physical, verbal, psychological or other abuse of Whitecliffs Foreshore Reserve employees, agents, contractors or committee members is strictly prohibited.
- 6.2 The Guest and persons staying with or visiting the Guest must demonstrate orderly and courteous conduct towards other guests, their visitors and members of the public generally.
- 6.3 Any disruptive, anti-social, disrespectful or illegal or unlawful behaviour or conduct, including all and any form of discrimination is strictly prohibited.
- 6.4 Guest ingress and egress through any other occupied Campsite is strictly prohibited.
- 6.5 Noise must be kept to a minimum after 11 pm.

7 Animals and Pets

- 7.1 The keeping of animals and pets of any kind on-site is strictly prohibited.
- 7.2 Service dogs are permitted to occupy the Campsite, pending the provision of documentation and demonstration of eligibility (to be supplied to the office upon application).

8 Campsite Set-Up

- 8.1 Campsites provided at the Reserve vary in size and position. There is no guarantee that tents, vans, or vehicles will fit onto or within any given Campsite. The Guest is responsible for ensuring the selection of a Campsite that will fully and properly accommodate all the camping requirements of the Guest and persons visiting or staying with the Guest.
- 8.2 The maximum set-up per Campsite (subject to the size of the Campsite) is: 1 family tent and 1 x two- person tent, plus 1 car, or 3 x two-person tents, plus one car, or 1 caravan and annexe, plus one small tent and one car.
- 8.3 Screens around Campsites are strictly prohibited. A small 'infant' play pen (approximately 2m wide x 2m long x 0.5m high) may be erected when infants are present, but this must be removed whenever the Campsite is unoccupied overnight.
- 8.4 Any ground cover must be in the form of a breathable material and only used to cover, by direct contact, a small portion of the ground of a site external to a caravan, annexe, or tent, and such material does not extend to and include any form of carpet.
- 8.5 Caravans, tents, and all camping accessories must be contained within the site markers, including the one car, watercraft (kayaks, SUPs) and bicycles.
- 8.6 All roadways servicing the Reserve must always be kept open and clear to permit the safe and orderly passage of traffic.
- 8.7 One (1) only 15 AMP power lead is permitted. Double adaptors in power heads are prohibited.
- 8.8 Power leads must be tested by a currently certified/qualified person and tagged prior to connection to the power head.
- 8.9 Electrical leads must be arranged so as not to obstruct or endanger persons walking in the vicinity of the Campsite.
- 8.10 All leads must be located where they will not be subject to mechanical damage.
- 8.11 Leads must not be buried.
- 8.12 Any lighting that unreasonably affects other guests and/or neighbouring sites is strictly prohibited.
- 8.13 Lights must not be attached to trees or infrastructure such as power poles. Lights may be attached to any caravan, annexe, gazebos, or tent.
- 8.14 The use of generators is strictly prohibited.
- 8.15 Unpowered bookings only - no caravan or tent is permitted to be connected to any 240-volt supply whilst on site.
- 8.16 All Campsite sullage must be collected by the Guest and disposed of in the relevant sullage points within the Reserve. No Campsite sullage must be fed directly on to the ground or into vegetation.
- 8.17 Water and power services must be disconnected if the Guest is not occupying the Campsite overnight.

- 8.18** Without limiting clause 1, the Committee of Management is not responsible for any damage or loss of property suffered to or incurred by the Guest due to the power/water supply being maintained when caravans or tents are left unattended. This includes damage or injury to other guests and/or their equipment.
- 8.19** Without limiting clause 1, the Committee of Management is not responsible for any damage or loss of property incurred due to Gazebos and awning covers not being removed when the site is unoccupied overnight. This includes damage or injury to other guests and/or their equipment.

9 Vehicles

- 9.1** All vans must have current and valid road registration.
- 9.2** One (1) car per site is permitted. Visitors' cars must be lawfully parked outside of the Reserve boundaries.
- 9.3** Sleeping in cars is prohibited.
- 9.4** The parking of boats and/or trailers in the Reserve is strictly prohibited. Boats and/or trailers must be lawfully parked outside the Reserve boundaries.
- 9.5** All vehicles must be driven at walking pace through all areas of the Reserve.
- 9.6** The launching of boats from the Reserve is prohibited, unless there is a designated boating facility.
- 9.7** Safety helmets must be worn when riding bicycles within the Reserve.
- 9.8** The washing and cleaning of boats, caravans and vehicles is strictly prohibited in all areas of the Reserve.

10 Fire Safety Requirements

- 10.1** Fires are always prohibited in all areas of the Reserve, including in and on the camping ground and adjacent beaches.
- 10.2** Solid fuel barbeques are prohibited. This includes barbeques that use solid fuel, such as charcoal, briquettes or wood.
- 10.3** Each Campsite must be equipped with at least one (1) suitable, currently serviced, and approved fire extinguisher, a fire blanket, and a working smoke detector.
- 10.4** All guests must be familiar with the 'Whitecliffs Foreshore Reserve Emergency and Evacuation Plan' as displayed on the Reserve amenity blocks and website.
- 10.5** All guests must comply with all and any conditions and management directions in relation to any fire ban or restriction declared for the area in which the camping ground is located.

11 Flora and Fauna

- 11.1** The interference with or destruction of any native flora or fauna within the Reserve is prohibited and otherwise constitutes an offence for which a Guest may be liable to prosecution.
- 11.2** The use of any baits, traps, or poisons to control pest species is strictly prohibited and otherwise constitutes an offence for which a Guest may be liable to prosecution
- 11.3** The attachment of any materials including: ropes, tarps, lights or similar, to trees or vegetation within the Reserve is strictly prohibited.

12 Rubbish

- 12.1** General campsite waste only is to be placed in the bins provided. Any larger waste items (e.g., white goods, carpet remnants, large boxes etc.) must be removed from the Reserve by the Guest (any failure to comply with this requirement will attract a minimum \$100 rubbish management fee and charged as a cost to the Guest).
- 12.2** Bins as provided must not be moved from their positions.
- 12.3** Recyclable items must be placed in the recycling bins that are provided.

12.4 At the conclusion of their stay, guests must remove all their property from the site and leave the site in a clean and tidy condition. Any site requiring staff attendance will be subject to a minimum \$100 cleaning fee and charged as a cost to the Guest.

13 LP Gas

13.1 Gas cylinders must have all surrounding ignition sources removed, be secured on a stable base, vented away from the structure/dwelling and in location away from vents, windows, and doors in order to meet Energy Safe Victoria guidelines.

13.2 Gas supply must be shut off at the bottle when the site is unoccupied overnight.

14 Amenities

14.1 Children under the age of ten (10) years must not use the toilets and/or showers unless always supervised by an adult.

14.2 The cleaning of fish in amenity areas is strictly prohibited.

14.3 Smoking or the use of electrical cigarettes in amenity blocks is strictly prohibited.

14.4 Amenity blocks are closed and not available for use when cleaning is in progress.

Amendment history

Version No.	Amendments	Adoption date
1	Initial approval	August 1, 2022
1.1	- Amendments for consistency in cancellation policy wording. - Campsite relocation clause addition.	October 21, 2022