



Policy 56 – Bridport Seaside Caravan Park – Annual Site Policy

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Building Act 2016

Building Regulations 2016

Land Use Planning and Approvals Act 1993

Local Government Act 1993

Statutory
Authority:

Other References:

Guidelines | Ref: DOC/21/1963

OBJECTIVE

To provide for the orderly use and appropriate development of Annual Sites at Bridport Seaside Caravan Park.

POLICY

This Policy applies to all Annual Sites located in the Bridport Seaside Caravan Park.

Annual Site:

Sites listed as Annual Sites for the purpose of this Policy are located within the Bridport Seaside Caravan Park. Each site consists of a nominated land area identified by a site number. The site is provided with the right of access to water, power, park amenities and access to internal roads and footpaths; and charged an annual fee as outlined in the Annual Site Holder Contract.

Annual Sites are public land managed by Dorset Council (Council) and cannot be sold or transferred by the Contract Holder to any other party.

Annual Site Holder Contract:

The Annual Site Holder Contract (the Contract) is between Council and the site holder (Contract Holder) for a period of 12 months (commencing 1 July and expiring 30 June). The Contract allows the Contract Holder to access and occupy the site during this period for a maximum of 240 days for the use of temporary holiday accommodation. The Contract Holder is permitted to position and utilise one (1) caravan on the nominated site for the duration of the Contract.

The Contract outlines the annual fee, site rules and mandatory compliance with the Bridport Seaside Caravan Park Conditions of Stay. Council will contact the applicable Contract Holder to offer Contract renewal by 1 May of each year. Renewed Contracts must be signed by both parties by no later than 30 June to be valid for the forthcoming Contract period.

Annual Site Maintenance and Inspections:

It is the responsibility of the Contract Holder to maintain all owned infrastructure in a safe and structurally sound condition. Infrastructure is defined as that equipment being owned by the Contract Holder and being erected or installed upon the Annual Site in accord with all requisite permissions and approvals, such as caravans, annexes, decks, etc.

Council will conduct annual site inspections prior to Contract renewal being considered. Any non-compliant structures or encroachment outside the nominated land area of the Annual Site may lead to compliance action being taken. The Contract Holder is responsible for compliance in order to maintain a valid Contract. Council may terminate a Contract for non-compliance. Where a Contract is terminated by Council due to non-compliance, the Contract Holder will be responsible for removing all their infrastructure and remediating the site to a satisfactory condition as determined by Council and at cost to the applicable former Contract Holder.

Termination or Non-Renewal of Contract by Contract Holder:

Where a Contract Holder chooses to terminate or not renew a Contract, the applicable Termination of Contract form must be completed and submitted to Council. Upon expiration of a Contract, the Contract Holder must remove all infrastructure and remediate the site to a satisfactory condition as determined by Council and at the Contract Holder's expense. Infrastructure owned by the Contract Holder, such as a caravan, solid annexe, decking, railing, storage box and shed, must be removed from the site at cost to the Contract Holder.

Sale of Contract Holder Owned Infrastructure:

The Contract Holder is at liberty to sell their infrastructure to any other party. Unless authorised in writing from Council, sold infrastructure from an Annual Site must be removed immediately upon sale from the Bridport Seaside Caravan Park. Sale of infrastructure from an existing Contract Holder to a proposed Contract Holder must only occur (i) upon the proposed Contract Holder signing a Contract and (ii) where written permission from Council for the sale has been granted. Any unsold infrastructure upon an Annual Site subsequent to the expiration of a Contract must be removed from the Bridport Seaside Caravan Park and at cost to the owner.

Note: It is the responsibility of parties to the sale of infrastructure to ensure independent valuation and a written contract of sale. Dorset Council and Bridport Seaside Caravan Park will not be held responsible for transactions between parties.

Annual Site Waiting List:

The Bridport Seaside Caravan Park has a high demand for Annual Sites and therefore manages a Waiting List (the List). The List is strictly managed by Council. Individuals seeking to join the List must complete the applicable Waiting List Application Form (available from Council) and submit this to Council. Upon acceptance of an application by Council, details will be added to the List and the applicant advised of their position upon the List. Applicants joining the List will be required to pay an annual administration fee, as specified in Council's Fees and Charges Schedule. Applicants upon the List will be contacted by Council annually to confirm retaining their position upon the List, ensuring the List remains current. Applicants on the List cannot transfer their position to any other party.

Available Annual Sites will only be offered to applicants upon the List and in strict sequential order. If Council are unable to contact an applicant that has reached the top of the List after reasonable efforts have been made, the applicant will be shifted to the bottom of the List and Council will arrange to offer the available Annual Site to the next applicant upon the List. This

process will continue until an Annual Site Holder Contract is established for the available Annual Site.

If an applicant that has reached the top of the List chooses to not accept the Annual Site to which they are being offered a Contract, they will be offered a single right of refusal and will be subsequently shifted to position 5 upon the List after refusal. An applicant is only entitled to a single right of refusal. Any further refusal of an Annual Site will result in the applicant being moved to the bottom of the List.

Development and Occupation of Buildings and Structures at an Annual Site:

No new buildings or structures inconsistent with the provisions of the Bridport Seaside Caravan Park – Annual Site Building Guidelines will be permitted on Annual Sites at the Bridport Seaside Caravan Park. All applicable approvals and consents for the development and occupation of new or existing buildings or structures at Annual Sites must be granted to the satisfaction of Council. Applicable fees under Council's Fees and Charges Schedule will apply.

The process outlining approvals for buildings and structures at Annual Sites is included under the Bridport Seaside Caravan Park - Annual Site Building Guidelines.

Bridport Seaside Caravan Park – Annual Site Building Guidelines

This Policy applies to all new building works for Annual Sites in the Bridport Seaside Caravan Park. New buildings/structures that are inconsistent with these Guidelines will not be permitted on Annual Sites at the Bridport Seaside Caravan Park.

The general process for obtaining approval to develop temporary structures at Annuals Sites is as follows:

1. The Contract Holder must receive written consent from Dorset Council in order to make a valid application for development of temporary structures at Annual Sites. To request this consent an email must be sent to development@dorset.tas.gov.au outlining the intended works, including plans of the proposed structure/s (these are to include suitably-scaled building measurements, setback measurements from other sites, building materials and siting details). Plans at this stage are conceptual, with hand drawn plans being accepted where legible.
2. Dorset Council will advise upon (i) the approval process required for the intended works and (ii) any further information required to enable assessment of your proposal. Council officers will either directly provide, or provide express guidance upon locating, the necessary application form.
3. The Contract Holder will then need to submit a completed application form and pay all applicable fees as stipulated under Council's Fees and Charges Schedule.
4. Council officers will the assessment process. A building surveyor will have to be engaged as part of the approval process. Building Surveyor assessment/approval fees for new development will be at cost to the Contract Holder.
5. Non-compliance with the conditions and requirements of a temporary occupancy permit, or the non-renewal of a temporary occupancy permit may result in compliance action being taken against the annual site contract holder. This could involve repairs being required, or structures having to be removed at cost to the owner. Annual site contract holder are strongly encouraged to develop a proper understanding of any temporary occupancy permit (and associated conditions/requirements) in order to ensure compliance is achieved and maintained.

Only new buildings/structures that comply with the following criteria are permissible at Annual Sites in the Bridport Seaside Caravan Park:

Caravan Annexe
<ul style="list-style-type: none">• Maximum wall and/or ridge height must not exceed 3 metres above natural ground level.• Maximum wall length must not exceed that of the associated caravan.• Maximum wall width must not exceed 3 metres.• A minimum clearance of 2.4 metres must be maintained between adjacent caravans/annexes/decks.• Wall and roof materials are to be of 'bondor' type sandwich paneling.• Windows and/or trims must be aluminum.

- Glazing of windows and doors must comply with requirements of the Building Code of Australia.
- Sub floor areas beneath caravans and annexes must be suitably covered with timber, prefabricated timber lattice, or cement sheeting (if cement sheeting, vents must be provided to vent the sub floor). Shade cloth must only be applied where used in conjunction with timber lattice. Natural finishes for timber products are acceptable.
- No plumbing or gas fixtures (hot water service, shower, basin, toilet, washing machine, sink or stove) are permitted in annexes.
- Smoke detectors/alarms and a fire extinguisher must be installed in each annexe.

Verandah

The entrance to an annexe is permitted to be protected by a roof overhang (not protruding greater than 1.2 metres from the annexe wall), provided that overhang is:

- (i) supported by aluminum, steel or treated timber posts, and
- (ii) the same material and height as the annexe.

Timber Deck

- Must be directly attached to or abutting the annexe (where an annexe is present).
- Must not extend more than 1.5 metres past the drawbar tow point or the rear end of the caravan (**but not both**).
- Must not be roofed.
- Must only extend for the full width of the annexe (maximum 3 metres) and the caravan (a total length at the front of the van of 5.5 metres), or lesser.
- Where an annexe is not present, a deck can be constructed in place of an annexe and must occupy a footprint no greater than a footprint otherwise permitted for an annexe (and as described under the Caravan Annexe Guidelines above).
- The finished floor level height of a deck must not exceed 1 metre above natural ground level.

Access Ramp

- Must not be installed unless authorised by the Director of Infrastructure.

Storage Box

- Each Annual Site can only possess a single storage box.
- Storage boxes must either be constructed onto the front of the caravan or otherwise situated under the caravan
- The maximum size of the storage box is to be 2.4 metres width, 1.2 metres height, and if constructed onto the front of the caravan, not protrude forward of the tow point.

Shed

- Each Annual Site can only possess a single shed.
- The maximum size of the shed is to be 0.8 metres depth, 2.25 metres width and 2 metres height.
- Use of concrete for the base/floor of the shed is prohibited.
- The shed must be positioned immediately adjoining the respective Annual Site's caravan or annexe.

REF: DOC/21/1963