

CAMPGROUND (PRIMITIVE) TERMS AND CONDITIONS

You and your guests must comply with these Terms and Conditions when using and occupying Mid-Coast Council ('Council') primitive campground, including all amenities ('Campground').

1 CAMPGROUND USE

- 1.1 You agree that you and your guests use and occupy the Campground at your/their own risk. You are responsible and liable for your actions and those of your guests at the Campground for the duration of your stay.
- 1.2 All persons under the age of 18 years old must be accompanied by an adult. You are solely responsible for the care, conduct and supervision of any minor who stays at the Campground with you.
- 1.3 Council permits your use and occupation of the Campground for a short term stay only (in accordance with clause 73 of *Local Government Regulation 2005* (NSW)).
- 1.4 You and your guests must not use and occupy the Campground to host any formal event or for a commercial purpose.
- 1.5 Your use and occupation of the Campground is non-exclusive, and you must be respectful of other Campground users.
- 1.6 You and your guests must not make unreasonable noise at the Campground. All noise of a disruptive nature, including from the use of generators, must cease by 10.00pm.
- 1.7 You and your guests must strictly observe all signs posted at the Campground. Failure to comply with such signs may be an offence under section 632(1) of the *Local Government Act 1993* (NSW).
- 1.8 All Council Campgrounds are 'no smoking' zones, and you and your guests must observe this rule.
- 1.9 Any monies, valuables, goods or vehicles that belong to you or your guests (or for which you are responsible) which are brought into the Campground remain your sole responsibility. You are responsible for securing your belongings (and the belongings of your guests) to discourage theft and loss. Council is not, and will not be held, under any circumstances, responsible for the safekeeping of your belongings (or the belongings of your guests) and is not liable for, and nor will Council replace, any damaged, lost or stolen items or vehicles.
- 1.10 No belongings are to be stored within any amenities building at the Campground.
- 1.11 The area of the Campground you and your guests occupy, and the amenities used by you and your guests, must be left clean and tidy at all times, with all rubbish taken with you or disposed of in an approved rubbish receptacle.
- 1.12 You and your guests must not empty mobile toilet systems into the Campground toilets.
- 1.13 If you or your guests use any tents or gazebos, you must ensure no trip hazards are created with the use of tent pegs and ropes.
- 1.14 Distance between van sites at the Campground must be at least 6 metres.
- 1.15 Ground covering mats/carpets are not permitted to cover grass on van sites. If cover is required only shade cloth is permitted.
- 1.16 No open fires (other than designated wood fire BBQ pits) are permitted at the Campground. Fires in wood fire BBQ pits must be adequately maintained and, during a total fire ban, are prohibited.
- 1.17 You and your guests must not deliberately damage or destroy any natural vegetation or fauna at the Campground and must take all reasonable care to prevent any such damage or destruction from occurring. It is an offence to cut down or break branches off trees within the Campground.
- 1.18 All roads in the Campground are shared between pedestrians and vehicles. Speed limits are walking pace at all times.

- 1.19 Bikes, skateboards, roller skates and scooters are permitted at the Campground, but a helmet must always be worn.
- 1.20 Unoccupied caravans, campervans and tents are not permitted to remain within the Campground for more than 24 hours. After such time, Council may declare such equipment abandoned and remove and dispose of such equipment in any manner Council deems fit.
- 1.21 Council has an extensive tree-pruning and maintenance program in place to ensure the safety of all Campground users. However, Council takes no responsibility for any damage caused to your belongings (or those of your guests), or any injury suffered by you (or any of your guests), caused by falling branches, natural elements or weather events.

2 CAMPGROUND WITH BEACH ACCESS

- 2.1 You and your guests must use properly constructed walking tracks when accessing beaches via the Campground.
- 2.2 Fish cleaning is not permitted at the Campground.

3 PETS

- 3.1 All Council Campgrounds are pet friendly. If you or your guests bring a pet to the Campground the provisions of the *Companion Animals Act 1998* (NSW) must be strictly complied with.
- 3.2 Dogs must be under the effective control of a competent person by means of an adequate chain or leash.
- 3.3 Greyhounds, restricted breeds and dogs declared dangerous dogs must be muzzled at all times when at the Campground and in a public place.
- 3.4 If your dog defecates at or near the Campground, you must dispose of the faeces appropriately.

4 GENERAL

- 4.1 Council may be required to close the Campground without notice due to unforeseen operational issues with the Campground, including but not limited to extreme weather events, fire and natural disasters. In such circumstance, you and your guests must immediately vacate and/or are prohibited from using and occupying the Campground for any purpose.
- 4.2 Council and its agents reserve the right to direct any person to vacate the Campground at any time without reason, and such person must vacate the area without undue delay.
- 4.3 You and your guests are required to comply with all applicable legislative requirements whilst using and occupying the Campground. Nothing in these terms and conditions limits or relieves you or your guests from complying with such legislative requirements.
- 4.4 By using and occupying a Council Campground you and your guests voluntarily and willingly assume all risk, whether obvious or otherwise (including risk that is not foreseeable, prominent, conspicuous or physically observable), in connection with using and occupying the Campground, and, to the maximum extent permitted by law, you and your guests fully and unconditionally release and forever discharge Council from any and all loss (whether direct, incidental, indirect, special or consequential), damage, injury or any other liability, howsoever arising (whether under tort (including negligence), statute, contract, equity or otherwise), which you or any of your guests may suffer or incur in relation to using and occupying the Campground.
- 4.5 Council reserves the right to amend or alter prices, sites and conditions at any time without notice, and to refuse or decline your booking at any time without reason.
- 4.6 Tariffs and deposits paid are not refundable.
- 4.7 Council may amend these terms and conditions in its sole discretion from time to time and without notice to you or your guests.
- 4.8 These terms and conditions are governed by the laws in place in the State of New South Wales, Australia.
- 4.9 For the safety of all Campground users and the community, before entering any Campground a person must ensure that they are feeling well and free from illness.
- 4.10 Whilst using and occupying the Campground, all Campground users are required to strictly comply with any relevant NSW Public Health Order then in place at the time of their stay at the Campground.