



Rail Tram and Bus Union  
of New South Wales

## NSW Policy – Jervis Bay Holiday Park

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## Preamble

The Rail, Tram and Bus Union of New South Wales (“RTBU”) operates a small holiday park in Jervis Bay.

The park is primarily for the benefit and enjoyment of Members and Retired members of the RTBU.

The park is located within the Booderee National Park in an area of 1.747 hectares situated on the mid South Coast of NSW, about a three 3 hour drive from Sydney. Each guest will need to pay the entry fee into the National Park.

The park consists of fourteen (14) modest, self-contained cabins and caravan sites. The RTBU manages the caravan sites including entering into license agreements with approved persons to locate and/or occupy a caravan onsite.

## Definitions

“**Member**” means a financial member of the RTBU.

“**Retired Member**” means a member of the RTBU retired members association.

## Purpose

This document is meant to provide guidance for the benefit of Members, Retired Members and other persons who use the holiday park.

## Stakeholders

The following list of people has been identified as key stakeholders in the Jervis Bay booking process:

| Name                           | Position                   | Role                          |
|--------------------------------|----------------------------|-------------------------------|
| Alex Claassens                 | Secretary                  | Review and present to Council |
| Council                        | Council                    | Review and Approve            |
| Darcie Sherlock                | Membership Support Officer | Review                        |
| Peter O’Connor/ Karen Farrugia | Jervis Bay Park Manager    | Review                        |

## Background

The Jervis Bay site consists of 14 modest, self-contained holiday cabins.

Ten of these cabins are for the use of Members and Retired Members, (and their families). These are cabins 3 - 8, and 11 - 14.

Four of the cabins are reserved for use by the HSU (Health Sector Union), cabins 1 - 2, and 9 –10.

In addition to the cabins, the RTBU also licenses and manages the adjoining caravan park. The owners of these caravans are charged rent for each site, plus a metered electricity charge during their stays.

The holiday park is situated in Jervis Bay, located within the Booderee National Park containing an area of 1.747 hectares being Block 37 delineated on Deposited Plan Number 4785 in the Registrar-General's Office in Canberra.

We currently have a thirty year lease (***See attachment 1***) as from the 29th January 1999 till 29 January 2029.

Because the Jervis Bay site is within the Australian Capital Territory we are governed by the ACT legislation with obligations to the Commonwealth of Australia.

The local government area is the Jervis Bay Territory Administration and the Booderee National Park is home to the Bhewerre People.

In 1998 Aboriginal ownership of the park was recognized and the name was changed to Booderee National Park. The park is managed by the Wreck Bay Aboriginal Community Council and the Director of National Parks.

The ACT laws apply to the Jervis Bay Territory by virtue of the Jervis Bay Acceptance Act 1915.

**Special Note:**

*We have the right to extend the lease at the commencement of the year 2025 and no later than the expiry of the year 2026 for the grant of a further lease of 25 years, commencing on the expiry of the current lease.*

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## Cabins

Each cabin has a maximum occupancy of 6 persons and will be strictly enforced.

The **configuration** of each cabin is:

- ) 1 queen-sized bed
- ) 2 single beds
- ) 1 set of bunk beds
- ) Each cabin is also provided with:
  - o Pillows and covers
  - o Doona cover
  - o Mattress protector
  - o Digital TV/DVD, microwave, conventional oven, electric kettle, toaster, cooking utensils, pots, pans, crockery, cutlery, fridge/freezer, oil heater, and pedestal fan
  - o Mop and bucket, broom, dust pan, garbage bin, garbage bags, dishwashing liquid, and sponges

The communal area includes:

- o A BBQ area, which consist of a 2 wood BBQs, one gas BBQ, and wooden tables for seating
- o A tennis court
- o A coin operated laundry

**Note:** Guests are to provide their own sheets, towels & tea towels.

## Rental Periods

Before a booking can be made, a check of the union membership status of the person making the booking will be carried out. To qualify for the member rate, the person must be a financial member of the RTBU (any state), HSU & USU; or member of the RTBU Retired Members Association.

The minimum booking period is two consecutive nights, the only exception to this is during the Christmas ballot when week-long bookings are required. (Sat-Sat).

## Seasonal periods

**Peak** – All Gazetted NSW School Holidays and Public Holidays (excluding winter holidays)

**Off Peak** – All other times outside of Peak season

## Guidelines to Bookings

### *Christmas Ballot (RTBU Union Members Only)*

The Christmas Ballot is advertised to members in the June Rail and Road Magazine each year. This ballot closes around the end of September. The ballot determines who is able to stay in the cabins over the December/January school holidays.

This period commences from around the second week of December and extends to the end of January each year. Exact dates are based on the NSW school holidays set for each year.

**ONLY RTBU MEMBERS** can book cabins during this time and must be one of the ballot winners.

Once the ballot is drawn, any member who has gone into the ballot will receive a letter stating whether they have been successful or unsuccessful in the ballot, along with a tax invoice and a registration form.

Payment must be received at least one month in advance of commencement of the Christmas ballot period, or the member risks forfeiting his/her booking.

Once all received ballots are given a unit, bookings will become available for members who did not enter the ballot, HSU & USU union members, retired members, and non members. A waiting list will be created in case of cancellations.

All bookings made during the summer peak time have to be for a full week. A maximum booking of two weeks is allowed during the Christmas holiday period.

If a member cannot use their allocation, under no circumstances are they to pass their entitlement on to anyone else. The office must be notified and the next person on the waiting list will be contacted to see if they are interested in taking over the booking.

### *Easter Holiday Bookings:*

When booking Jervis Bay during the Easter holiday period, a minimum period of four nights at peak rate will apply.

### *HSU Agreement:*

The RTBU has an agreement with the HSU (Health Services Union).

The agreement allows the HSU to book out units 1, 2, 9 and 10 to HSU members. All bookings by HSU members will be dealt with by the HSU, and final approval and processing through RTBU Head Office. The cabin rates are the same as the RTBU rates.

If the RTBU cabins are fully booked, then the four cabins used by the HSU can be booked individually by RTBU members, if available.

A reciprocal agreement is in place, if the HSU is in need of booking any further cabins to their allocated four. The HSU will contact the RTBU to see if any of the RTBU allocated cabins are available.

If a situation occurs where the RTBU receives an enquiry regarding a group booking for eleven (11) or more units, we will contact the HSU and enquire as to whether or not they have any units available during the period in question. If the HSU have units free we will notify the HSU that we have a group booking wanting to book out more than ten (10) units and will require one or more of their units. However, if the HSU already have their units booked, we are not entitled to request the removal of an HSU booking on an HSU unit.

### *USU Agreement:*

The RTBU also has an agreement with the USU (United Services Union). The RTBU has a reciprocal agreement where RTBU members can use their holiday park at Port Macquarie at member rates (*except for the Christmas ballot*).

The same applies to their members booking into Jervis Bay Holiday Park. The bookings will be made by the respective organisations, but the members have to be able to provide proof of membership to the union.

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## General Booking Information:

Below are some general booking guidelines to making a booking:

- ) Members and non-members are able to book twelve months in advance in any period but not during the Christmas holiday Period.
- ) Transferring bookings will not be allowed under any circumstance. When a booking is made, the person who makes the booking has to be the one attending the cabin.
- ) An invoice will be generated for each individual unit booked.
- ) If a booking has been made on short notice, a day is added to a booking, etc. the camp manager is able to amend a booking in RMS and accept payment for a stay via cash, or credit card and provide a receipt through RMS.
- ) Once a booking is made, an invoice will be sent to the member/non-member outlining details of the booking along with the price due. A registration form which includes a list of rules will also be sent which will need to be filled out, signed, and returned to head office before the stay.
- ) Guests are able to check-in to the park from 2.00pm and up to 10.00pm, If arriving late, please notify the camp manager on **0430 188116** or **02 4441 2035**
- ) Upon arrival, a photo ID must be presented to verify that the person arriving is the actual person who placed the booking. All visitors must also sign the visitors' book as a condition of entry to the Holiday Park.
- ) The camp manager will check-in each guest using the RMS system. The system will also be used to keep track of cabins that need to be cleaned, maintenance, payments, etc.
- ) Check in is after 2pm and check out is by 10am and persons that do not leave their units by the allocated time may experience additional charges of \$35.00 every hour after their original exit time.
- ) Units must be left clean, tidy, and in the same condition as upon arrival. Breakages or damages must be immediately reported to the camp manager.
- ) If a member or guest has been blacklisted, the RMS booking system will indicate this and prevent further bookings. A note will need to be added to the file providing a reason.
- ) Members can only book one cabin at the member rate, additional cabins can be booked at the non-member rate.
- ) Bookings need to be in a spouse name with that individual's contact details.
- ) A daily visitor's fee for guests to the cabins and caravans will be charged at the rate of \$5.00 per adult and \$2.00 per child. Permissions to bring guests will be obtained by the camp manager.
- ) Caravan owners that are members are not allowed to make bookings for cabins at the member rate.



## Rates

The rate increase will occur on the 1<sup>st</sup> of July to coincide with the beginning of the financial year. The rate increase will be roughly 3% each year (and rounded). Bookings are made a year in advance, the annual rate will be determined a year in advance and added into RMS.

The rates for members and non-members are as follows;

### **Rates from 1st July 2019 – 30<sup>th</sup> June 2020 Rates:**

|                                    | Peak               | Off-Peak           |
|------------------------------------|--------------------|--------------------|
| <b>Members (RTBU, HSU and USU)</b> | \$125.00 per night | \$80.00 per night  |
| <b>Non-Members</b>                 | \$215.00 per night | \$125.00 per night |

### **Rates for 1st July 2020 – 30<sup>th</sup> June 2021 Rates:**

|                                    | Peak               | Off-Peak           |
|------------------------------------|--------------------|--------------------|
| <b>Members (RTBU, HSU and USU)</b> | \$130.00 per night | \$83.00 per night  |
| <b>Non-Members</b>                 | \$222.00 per night | \$130.00 per night |

Peak rates apply to school holidays and public holidays (excluding winter), the rest of the year are off-peak rates.

## The Booking Process

Bookings are taken by staff at the Union's head office in Sydney by phone or email. The process is as follows:

1. Determine if the interested party is a member (financial) or non member.
2. Check the RMS booking system to see when there are vacancies.
3. Make the booking by filling out the required information on RMS including name, contact information, dates of the stay, etc.
4. If all cabins are booked, contact the HSU to see if they have a cabin available.
5. Once all of the information is entered in RMS, an invoice will be sent (by email or mail) along with a registration form which includes a list of rules. Each cabin has to be invoiced in a separate name.
6. Full payment should be received no later than 28 days prior to any stay. Reminders will be given prior to 28 days and if left unpaid, then bookings will be cancelled.
7. Registration forms need to be completed with the names of each person in the cabin and signed agreeing to follow the rules of the park. This is passed on to the camp manager.
8. Once payment is received in full (cash, cheque or credit card), a receipt is issued and sent out via, mail or by email along with driving directions.
9. The camp manager will have access to all of the booking information via the RMS booking system.

## Cancellations

If a guest cancels a booking and a payment has been made, it can be transferred (only once, in the same season within six months) to another date, or will be refunded in full if the cancellation was made 14 days prior to the original booking. The cancellation must be in writing and the refund will need to be approved by the Secretary.

If a cancellation is made less than 14 days from the booking, a refund of 50% of the original price will be given.

Poor weather conditions, refunds and transfers are not permitted, extreme weather conditions resulting in the camp closure will be dealt with on a case by case basis and authorised by the Secretary.

## Caravan Site Conditions

- ) Head office will maintain a register of members that are interested on being on a waiting list for a caravan site.
- ) All caravan owners must have a current license for the site, public liability insurance, and caravan insurance.
- ) Visitors to each caravan must pay the visitor fee or they will be invoiced.
- ) Caravan owners and guests need to sign in and out of the visitor's book for each stay.
- ) The caravan sites will be managed by head office via the RMS booking system.
- ) On the first of January and July of each year, caravan owners will be invoiced for the commencing half yearly rent and the previous half yearly electricity reading.
- ) Rental increases will happen on the 1<sup>st</sup> of July to coincide with the beginning of the financial year. The increase will be roughly 3% each year (rounded).
- ) Payment is to be made within 30 days of invoicing.
- ) Late payments will incur a fee of \$50 per month.

A copy of the license which covers all conditions pertaining to the caravans can be found in Jervis Bay Policy **Attachment 2**.

## Caravan Site Fees

The Annual Caravan Rates will be as follows;

### July 2018 – June 2019

|                    |            |
|--------------------|------------|
| <b>Members</b>     | \$2,740.00 |
| <b>Non-Members</b> | \$3,500.00 |

### July 2019 – June 2020

|                    |             |
|--------------------|-------------|
| <b>Members</b>     | \$2, 820.00 |
| <b>Non-Members</b> | \$3,610.00  |

## Selling of Caravans

The Process for the selling of Caravans will be as follows;

The licensee will notify the RTBU Head Office of intent to sell and the price they want to sell the caravan at. A spare set of keys need to left with the camp manager for showing potential buyers the caravan.

The RTBU will provide written consent for the sale of the caravan at an agreed reasonable price in keeping with recent sales in accordance with Clause 13 of the current licence.

*“The Licensee’s interest in this Licence Agreement cannot be assigned or transferred, and the Licensee must not sub-licence, sub-let the caravan site or anything contained or located on the caravan site (see also Section 3.3 of this Licence Agreement). Any rights the Licensee has or may have under this Licence Agreement are exclusive and personal to the Licensee.”*

1. The RTBU Head Office will work through the Caravan Waitlist to find interested buyers. The waitlist will go through Members, Retired Members, and Non-Members (in that order).
  - a. The RTBU will wait one week from initial contact (phone call, voicemail, SMS and/or email) for a response. After one week, it will be assumed that the party is not interested and will move on to the next person on the waitlist.
  - b. If contact details are not up to date, the RTBU will do their best to get updated contact details, but will move down the waitlist as necessary.
2. When a party is interested, the RTBU Head Office will liaise with the Holiday Park manager and the interested party for viewings of the caravan.
3. Steps 3 and 4 will continue until a suitable buyer is found.
4. Once a price is negotiated, the current caravan owner and the buyer will arrange payment and any other details, taking into account any outstanding fees.
5. The previous licensee will contact the RTBU Head Office to confirm sale details.
6. The RTBU will confirm and give consent for the sale and final sale price in writing to the previous licensee and the purchaser.
7. RTBU Head Office will change the RMS information over to the purchaser, and send a licence to the purchaser to be signed and returned and an invoice if necessary.

**End of Policy**