



PORTSEA VILLAGE RESORT

CODE OF CONDUCT

for

SHORT STAY RENTAL ACCOMMODATION

Date of Issue:

Issued To:

1. DEFINITIONS

The following words are defined to mean:

<u>WORDS</u>	<u>MEANING</u>
Short Stay Rental Accommodation	Means accommodation for no more than 90 consecutive days or 3 months in a dwelling for commercial gain.
Industry Participant	Means any owner of the Premises or the owners appointed agent, manager or authorised representative.
Code of Conduct	Means a Code of Conduct issued by the Committee of the Owners Corporation PS302397L from time to time.
Premises	Means a dwelling used or offered for the purpose of entering into Short Stay Rental Accommodation and includes any common property.
Occupant	Means a person who occupies Short Stay Rental Accommodation, including any visitors, guests and invitees.
Owners Corporation	Means the Owners Corporation PS302397L, its Committee and/or its appointed manager.

2. INTRODUCTORY

Short-Stay Rental Accommodation is a long-standing practice at Portsea Village Resort
This Code of Conduct is applicable to all Industry Participants operating from Portsea Village Resort

This Code of Conduct is important to ensure that Members of Portsea Village Resort and residential neighbours can enjoy the amenity of their homes without unreasonable disturbance and responds to this need by establishing behavioural obligations for Industry Participants.

The objectives of this Code of Conduct are to:

- protect the amenity and neighbours from inconsiderate or anti-social behaviour by some Occupants.
- set minimum required operating standards Industry Participants, and
- ensure the presentation standards of the Premises.

The key elements of the Code of Conduct are:

- set out the rights and obligations of Industry Participants
- provide for resolution of disputes and complaints about the conduct of Industry Participants
- outline the compliance and enforcement approach that applies to contraventions of the Code of Conduct by Industry Participants and Occupiers, and
- facilitate the oversight of the Short-Stay Rental Accommodation within Portsea Village Resort.

3. STANDARD OF MANAGEMENT

This Code of Conduct must be displayed and made available on the website or any social media used by the Industry Participants to promote Short Stay Rental Accommodation at the Premises.

All Occupants of the Premises must be provided with a copy of this Code of Conduct.

The provisions of this Code of Conduct must be incorporate into the Short Stay Rental Accommodation rental terms and conditions.

Before allowing or permitting any Occupant to enter the Common Property or occupy a Premises for the purpose of Short Stay Rental Accommodation, Industry Participants must give the Owners Corporation notice in writing its intention to do so and provide details regarding the number of people occupying the relevant premises, the expected duration of the occupation and an Occupants mobile telephone number.

Industry Participants must ensure that it and the Premises are registered if required by any Local, State or National Act or Law.

Industry Participants must not engage in conduct that contravenes any law, planning law or by-law that apply to the Premises.

The Industry Participant is responsible for the control and the behaviour of Occupants at the premises and must take reasonable steps to ensure Occupants meet their behaviour obligations in the Code of Conduct. Unacceptable behaviour includes:

- Aggressive behaviour;
- Yelling, screaming and arguing; and
- Cheering, clapping and singing.

The Industry Participants must provide information to Occupants on parking arrangements prior to arrival and those arrangements must be limited to the parking spaces available to each premises.

The Industry Participants acknowledges and must ensure that the number of people (over the age of 2) occupying any Premises must not exceed:

- | | |
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| a) For a King Superior Suite: | 2 persons |
| b) For a one bedroom apartment: | 3 persons |
| c) For a two bedroom apartment: | 5 persons |
| d) For a two bedroom family apartment: | 6 persons |
| e) For a three bedroom apartment: | 7 persons |

Additional accommodation is not allowed on site by way of tents, caravans, campervans or similar facilities.

The common area, recreational facilities including the swimming pools and other common areas, are not to be used by any Occupant outside the hours set by the Owners Corporation from time to time

Occupants are to be informed by the Industry Participants of the waste disposal arrangements and remove any excess waste left by Occupants.

The Industry Participant must nominate a designated contact person who is contactable and able to respond within two hours at any time day or night 7 days per week to manage Occupants, the Premises and deal with complaints.

4. OBLIGATIONS OF THE INDUSTRY PARTICIPANTS

If you are an Industry Participant, the obligations imposed on you by the Code of Conduct include that you must:

- Pay a security bond or other acceptable security as determined by the Owners Corporation from time to time to the Owners Corporation as surety for any damage to property belonging to the Owners Corporation.
- act honestly and in good faith in relation to a Short Stay Rental Accommodation.
- act honestly and in good faith in relation to any dealing, complaint or dispute relating to a Short Stay Rental Accommodation.
- not knowingly misrepresent its identity to avoid a provision of this Code of Conduct.
- not use pictures, advertising material or make any representation which is not one of its Premises when advertising or listing the Premises for Short Stay Rental Accommodation or otherwise in communications made to Occupants.
- comply with a request made by the Owners Corporation to produce information relating to their activities as an Industry Participant. The information will be used to monitor, evaluate and inform the further development of this Code of Conduct.
- adhere to and obey the Owners Corporation rules and comply with and obey any direction issued by the Owners Corporation.
- not allow any animals (even temporarily) within the Common Property as part of any Short Stay Rental Accommodation, subject to an animal that assists a person with an impairment or disability,
- take reasonable steps to address any concerns raised about potential contraventions of the Code of Conduct in a timely manner.

4.1 INSURANCE

Before allowing or permitting any Occupant to enter the Common Property or occupy a Premises for the purpose of Short Stay Rental Accommodation, the Industry Participant must keep current in connection with the Short Stay Rental Accommodation and the Premises:

- a) public risk insurance for at least \$20,000,000 (or any other amount the Owners Corporation reasonably requires) for each claim; and
- b) other insurances required by law or that the Owners Corporation reasonably requires for at least the amounts the Owners Corporation reasonably requires.

Each policy must:

- be with an insurer and on terms approved by the Owners Corporation acting reasonably; and
- be in the name of the Industry Participant with the interest of the Owners Corporation and of any other person the Owners Corporation requires.

Throughout the continuance of the Short Stay Rental Accommodation, in connection with policies it takes out under this clause, the Industry Participant must:

- a) pay each premium when it is due for payment;
- b) when requested by the Owners Corporation, give the Owners Corporation copies of receipts for premium payments each year;
- c) not allow any insurance to lapse or vary or cancel it without the Owners Corporation consent which cannot be unreasonably withheld or delayed; and
- d) notify the Owners Corporation immediately if a policy is cancelled or if an event occurs that could prejudice or give rise to a claim under a policy.

The Industry Participant must not do anything that:

- could prejudice any insurance of the Owners Corporation, any Premises or building or property in them; or
- could increase the premium of the Owners Corporation insurance, without the Owners Corporation consent which cannot be unreasonably withheld or delayed.

Evidence of insurances

The Industry Participant must give the Owners Corporation certificates evidencing the currency of the policies the Industry Participant has taken out under this clause.

4.2 STANDARD OF PRESENTATION

The Industry Participant must:

- maintain the Premises in good condition,
- maintain the furnishings within the Premises in good condition, and
- provide the Premises in a state that is consistent with any representations made when advertising or listing the Premises for Short Stay Rental Accommodation, or otherwise in communications made to Occupants.

4.3 EXCLUSION REGISTER

If an exclusion register is established or is in existence, then the Industry Participant must not:

- a) offer any Premises for Short Stay Rental Accommodation if the Industry Participant is recorded on any exclusion register or prohibited from acting as an Industry Participant for Short Stay Rental Accommodation.
- b) offer Premises for Short Stay Rental Accommodation if the Premises are recorded on the exclusion register as an excluded Premises.
- c) offer Premises or enter into an arrangement for Short Stay Rental Accommodation with an Occupier if the details of the Occupier match the details of a person recorded on the exclusion register as an excluded Occupier.

5. INFORMATION TO BE PROVIDED TO THE OCCUPIER

The Industry Participant must give an Occupier the contact details of:

- the Industry Participant or the Industry Participant authorised representative,
- the designated contact person, and
- Australian emergency services.

An Industry Participant must provide an Occupier with:

- an electronic or hard copy of this Code of Conduct,
- the Portsea Village Resort Owners Corporation Rules,
- any by-laws that apply to the Premises or the Owners Corporation in which the Premises are situated, and
- an electronic or hard copy of the Portsea Village Resort emergency evacuation plan.

6. OBLIGATIONS OF THE OCCUPANT

If you are an Occupier the obligations imposed on you by the Code of Conduct include that you must:

- not use or enjoy the premises in a manner, or for a purpose, that interferes unreasonably with the use or enjoyment of common property by neighbours and other Occupants of the Premises.
- not at any time during the occupancy period create noise that because of its level, nature, character, or quality, or the time it is made, is likely to offend, or unreasonably disrupt or interfere with the peace and comfort of any staff member, neighbour and other Occupants of the Premises.
- not damage the Premises including any common property or association property.
- not act in a violent or threatening manner or act in a manner that could reasonably be expected to cause alarm or distress to any staff member, neighbours and other Occupants of the Premises.
- take reasonable care of the Premises and not intentionally, recklessly or negligently cause damage to Premises, any common property or any other communal facilities within the immediate vicinity of the Premises, or any public property in the vicinity of the Premises.
- take reasonable care of the Industry Participant property at the Premises.
- not intentionally, recklessly or negligently damage the personal property of any staff member, neighbours of the Premises or other Occupants of the Premises.
- not engage in conduct in their capacity as a guest that contravenes criminal law.
- not copy, or knowingly retain after the end of the occupancy period, any keys, security passes or other instrument that facilitates access to the Premises.
- take responsibility for the actions of visitors they invite onto the Premises during the occupancy period and must ensure visitors to the Premises comply with this Code of Conduct as if they were an Occupier on the Premises.

7. COMPLAINTS

A person may lodge a complaint with the Owners Corporation about an alleged failure by a person to comply with an obligation under this Code of Conduct.

A complainant can raise a complaint with an Industry Participant before lodging a complaint with the Owners Corporation.

On receiving a complaint about an Industry Participant, the Owners Corporation must give the Industry Participant a notice about the complaint. The notice must include:

- details about the alleged contravention as provided by the complainant
- the potential consequences if a contravention is found to have occurred
- instructions on how to provide evidence and submissions to the Owners Corporation
- the next steps in the process, including opportunities to appeal the outcome of the complaint process.

The Owners Corporation may obtain information relevant to a complaint from an Industry Participant who the Owners Corporation considers is likely to have access to that information. The Owners Corporation must deal with a complaint fairly and as quickly as reasonably possible.

The Owners Corporation is not liable for the costs parties to the complaint may incur when dealing with the complaint.

7.1 DISCIPLINARY ACTION

Where the Owners Corporation finds that an industry participant has contravened this Code of Conduct, the Owners Corporation may:

- issue a warning notice informing the Industry Participant that the Industry Participant has been found to have contravened this code and must, in the future, comply with the code,
- issue a direction to the Industry Participant requiring the Industry Participant to act or stop acting in a manner relevant to their participation in the Short Stay Rental Accommodation. Without limitation, the direction may:
 - a) specify a minimum or maximum occupancy period for any Short Stay Rental Accommodation arrangement involving the Industry Participant,
 - b) specify a maximum number of visitors that can enter the Premises or common areas at any one time,
 - c) restrict the Industry Participant's use of common property,
 - d) prohibit the Industry Participant engaging in certain behaviour, and/or
 - e) impose other conditions on the Industry Participant when they participate in Short Stay Rental Accommodation arrangements.

8. NOTICE

Any notice given under this Code of Conduct must be in writing and must be signed by the party giving the notice or any authorised officer of that party.

Unless and until a party provides notice of different details to the other parties to this Code of Conduct, its address for service of notices will be as set out in this Code of Conduct or as otherwise notified in writing from time to time.

The notice takes effect from the time it is received.

A notice is taken to be received:

- a) in the case of a notice delivered by hand, when so delivered; or
- b) in the case of a notice sent by email, within a reasonable time after the email was sent from the sending party's server unless the sending party has been advised (by means of their own server or by any other means, mechanical or otherwise) that the email was unable to be sent to or received at the recipient's address.

9. DISPUTE RESOLUTION

A party must not start arbitration or court proceedings (except proceedings seeking urgent interlocutory relief) in respect of a dispute arising out of or relating:

- to this Code of Conduct;
- the breach, termination, validity or subject matter of this Code of Conduct; or
- in respect of any claim related to this Code of Conduct.

(Dispute)

unless it has complied with the following.

- a) A party claiming that a Dispute has arisen must notify the other parties by giving all relevant details of the Dispute. During the 21-day period after the notice is given (or any longer period agreed to in writing by each of the parties to the Dispute) **(Initial Period)** each party to the Dispute (**Disputants**) must use their best efforts to resolve the Dispute.
- b) If the Disputants are unable to resolve the Dispute during the Initial Period, the Disputants expressly agree to endeavour to settle the Dispute by mediation administered by the Australian Disputes Centre (**ADC**) before having recourse to arbitration or court proceedings.
- c) The mediation will be conducted in accordance with the ADC guidelines for Commercial Mediation which are operating at the time the matter is referred to ADC. The terms of the guidelines are hereby deemed incorporated into this Agreement and set out the procedures to be adopted, the process of selection of the mediator and the costs involved.

This clause survives any termination of this Code of Conduct.