

The following general rules apply in relation to the use and/or occupation of the Marina Precinct by You and/or Your Associates from time to time:

1. Vessel

- 1.1 The Vessel must be kept in a sound, safe, secure, watertight and seaworthy condition.
- 1.2 The Vessel will only be admitted to the Marina if it is in a seaworthy condition and is under its own power, except in the case of a volunteer marine rescue recovery.
- 1.3 A maximum speed limit of six (6) knots (no wash) is to be observed when the Vessel is approaching, within or departing from the Marina.
- 1.4 Upon entering the Marina, the Vessel will be immediately subject to Our direction. The Vessel must only be manoeuvred and berthed by You as directed by Us.
- 1.5 You must:
 - (a) promptly comply with and observe Our directions, including any directions by Our staff;
 - (b) comply with standard navigational practices and navigate the Vessel in the Marina so as to not endanger or inconvenience other users of the Marina Precinct;
 - (c) ensure the Vessel is operated in a safe and proper manner by a person who has sufficient skills, qualifications, training and experience to do so;
 - (d) ensure the Vessel is not operated recklessly or negligently or cause any damage to any part of the Marina Precinct.
- 1.6 Any refuelling of the Vessel at the Marina must only be done at the fuelling facility as designated by Us from time to time.
- 1.7 Fuel must be booked in advance. We may also require You to make payment in advance. If We do, We may issue you with a fuel card with pre-loaded credit. You will be bound by the terms and conditions which govern the use of fuel cards issued by Us.
- 1.8 Upon completion of refuelling (and payment if not already made), the Vessel is required to depart from the fuelling facility immediately.
- 1.9 No spilling of fuel or oil is permitted from the Vessel during refuelling (or otherwise). It is Your responsibility to ensure this does not occur. Any such incidents must be reported to Us immediately. We will then ascertain what steps are necessary to rectify the situation. The costs of any such rectification will be borne by You.
- 1.10 If any oil leak occurs from the Vessel or otherwise, it must be:
 - (a) contained by a suitable method (for example, by using the spill kits located throughout the Marina);
 - (b) reported to Us immediately;
 - (c) disposed of in the oil recycling containers located at the Marina;
 - (d) repaired as soon as possible; and
 - (e) inspected by Us.
- 1.11 You must not discharge anything of whatever nature into the waters in the Marina and must not (while the Vessel is in the Marina) use any toilet on the Vessel unless the toilet is connected to an approved holding tank in the Vessel.
- 1.12 If We observe the Vessel is discharging contaminants (including but not limited to oil, fuel or sullage water) in the Marina, We will attend to the Vessel and endeavour to contain and manage the situation. In such an event:
 - (a) We will notify You of the incident as soon as reasonably practicable;
 - (b) You must cease any activity resulting in the discharge;
 - (c) We may, at our absolute discretion, board the Vessel if it is unattended to de-activate the pumps;
 - (d) We will deploy anti-pollution materials (if necessary) and take steps to remove the contaminant from the Marina by mechanical or other suitable methods;
 - (e) You will be liable to reimburse Us for any costs or expenses incurred in relation to any such clean-up; and
 - (f) We will prepare and file a report pursuant to the *Environmental Protection Act 1994* (Qld), if necessary.
- 1.13 You must:
 - (a) ensure that the Vessel does not become unsightly or dilapidated so as to reflect unfavourably on the Marina;
 - (b) keep the decks of the Vessel free and clear of debris, bottles, papers, trash and other unsightly material at all times;
 - (c) ensure that the Vessel is kept free from pests, insects, vermin, infectious diseases and infections;
 - (d) ensure that all dinghies, tenders, rafts, equipment and other property are stowed aboard the Vessel at all times while in the Marina, unless You have obtained Our prior written permission;
 - (e) take all necessary precautions against the outbreak of fire in or upon the Vessel while it is the Marina;
 - (f) ensure that the Vessel is secured appropriately when not in use for any period of time;
 - (g) take all reasonable precautions to protect the Vessel and Your property from theft and/or vandalism;
 - (h) ensure that the Vessel has adequate covers (for example a canopy, storm curtains/covers or tonneau covers) to protect the Vessel from any inclement weather; and
 - (i) not use the Vessel in the Marina as a residence, sleeping quarters or permanent place for human habitation, unless the Vessel is being used by a private operator pursuant to a Private Berthing Agreement.

2. Berth

- 2.1 The Vessel must, at all times while moored within the Marina:
 - (a) sit within the dimensions of the Berth;
 - (b) not exceed the engineering rating of the Berth;
 - (c) not encroach on the boundary of any other berth in the Marina or overhang any walkway or pier;
 - (d) not be larger than as recommended under *Australian Standard AS 3962-2001: Guidelines for design of marinas*;

NOTE: Measurement of the vessel is to be length overall (LOA), being the measurement to its outer most extremities, including the anchor, bow, motor and tender.

- (e) be moored with mooring lines (provided by You) which are adequate for the size and weight of the Vessel and in good condition;
- 2.2 You must:
- (a) arrange (at Your expense) for any additional or replacement mooring lines to be obtained and used if, in Our opinion, the mooring lines you have provided are inadequate or We consider additional lines are necessary;
 - (b) keep the Berth, and any other area of the Marina used by You from time to time, in a clean state and free from rubbish at all times;
 - (c) keep the sight line of any navigation leads, light or mark which crosses the Berth clear of obstruction (to Our satisfaction); and
 - (d) not leave any fuel containers on the Berth or anywhere else within the Marina.
- 2.3 Only approved power leads which are compliant with *Australian Standard AS 3760:2010 In-service safety inspection and testing of electrical equipment*, have been checked for correct polarity, have been tested and tagged by a licensed electrical contractor within a reasonable time prior to the Start Date and inspected by Us can be used to connect to the power supply which runs to the Berth.
- 2.4 We reserve the right to disconnect (without notice) power cords if We consider them to be potentially dangerous, damaged, across walkways and (in particular) if they are being used in non-compliance with rule 2.3.

3. Conduct

- 3.1 You must promptly, at all times and at Your own cost:
- (a) observe, perform, fulfil and comply with (on time) all requirements of any law, statute, rule, regulation, engineering rating, industry standard or requirement of any State, Federal or local government or other authority with jurisdiction relating to the Vessel, the Business (in the case of commercial operators) and/or Your use and occupation of the Marina;
 - (b) obtain and maintain any necessary permits, consents, approvals, licences and/or registrations to operate the Vessel, the Business (in the case of commercial operators) and/or access the Marina;
 - (c) make arrangements to ensure the safe, proper and lawful disembarkation of all persons from the Vessel and at all times while they are present on the Marina Precinct (with the same obligation applying in reverse on embarkation);
 - (d) unless otherwise agreed to or allowed by us, provide and use Your own equipment (and not Ours) in relation to Your use of the Berth, including but not limited to using Your own (branded) trolleys which are safe and comply with all relevant guidelines, standards and/or regulations;
 - (e) ensure that any gates, entrances and/or exits within the Marina Precinct which are opened by You are properly closed (and secured, if appropriate) after each use; and
 - (f) ensure that no unauthorised persons or external contractors access the Marina, without first obtaining Our prior written consent.
- 3.2 Enclosed footwear must be worn at all times while You are within the Marina Precinct, including but not limited to any walkways, the fuel wharf, refuse station, the Facilities Areas and the Common Areas.
- 3.3 Noise should be kept to a minimum at all times and You must have regard to other occupiers of the Marina Precinct when operating radios and/or musical apparatus so as not to create a nuisance.
- 3.4 Swimming, diving and/or fishing within the Marina is prohibited.
- 3.5 Children must be supervised and accompanied by adults at all times while in the Marina Precinct.
- 3.6 Animals must be leashed/caged at all times and must not be permitted to foul any part of the Marina. Animals must not be stored or allowed aboard the Vessel unless You obtain Our prior written consent.
- 3.7 No feeding of fish or birds within the Marina is permitted.
- 3.8 Consumption of alcohol is prohibited within the Marina Precinct, except within licenced premises or onboard the Vessel (in the case of private operators).
- 3.9 Smoking is not permitted anywhere in the Marina Precinct except in those areas (if any) which are designated as being smoking areas. No cigarette butts are to be disposed overboard.
- 3.10 Car parking is not included and (depending on availability) will incur an additional charge. All persons park at their own risk.
- 3.11 No unregistered vehicles/trailers are permitted within the Marina Precinct. No boats or tenders on trailers are permitted to be parked in any general car park located within the Precinct and must instead be stored within a designated storage area within the Precinct.
- 3.12 You must not do anything which is immoral, noxious, offensive, hazardous or likely to cause nuisance or injury to any person.
- 3.13 You shall be solely responsible for the conduct of Your Associates. Disorderly conduct by You or Your Associates may result in Us requesting that You or Your Associates vacate the Marina Precinct.
- 3.14 Laundry of any type or items of apparel or equipment must not be hung out to dry or air in public view aboard the Vessel or any part of the Marina Precinct.
- 3.15 No chemicals, flammable or volatile liquids or substances (including gas) may be stored in the Vessel other than those that are reasonably required for the operation of the Vessel (and then only in such quantities as are reasonably required and in appropriate and approved containers) or used within the Marina except as otherwise approved by Us. We may conduct inspections and/or audits of the Vessel to ensure Your compliance with this clause and the overall safety of the Marina Precinct. You authorise Us to board the Vessel for this purpose.
- 3.16 All sewerage must only be disposed of in the sewage pump out station at the Marina.
- 3.17 Nothing must be thrown overboard the Vessel while it is in the Marina, including but not limited to fish scraps. Refuse, garbage and plastic bags must be placed in rubbish bins provided within the Marina, other than fish scraps which must be bagged and taken off-site for disposal. If refuse items are too large or You require assistance, We can assist in arranging for disposal (upon request).
- 3.18 You must not at any time:
- (a) cause or permit any damage to occur to the Berth, the Marina and/or the Precinct or any other vessel or item of property located in the Marina Precinct, whether by virtue of the operation of the Vessel or otherwise. If damage does occur:
 - (i) you must:
 - (A) give immediate verbal and written notice to Us of any such damage, and the circumstances surrounding same;
 - (B) after giving Us notice, promptly repair any damage caused by the act, omission, negligence or default of You or Your Associates as the case may be as directed by Us, or (on demand by Us) pay to Us the Cost of undertaking such repairs so the We can engage Our own contractors;

- (ii) to the Berth such that it cannot safely be used, We may at Our discretion (and without prejudice to any other remedy or right We may have) require the Vessel to be relocated to a similar berth within the Marina until such time as the Berth is considered safe for use;
- (b) in any way obstruct, overload, alter or interfere with:
 - (i) the Berth, the Marina, the Facilities Areas, the Common Areas and/or the Precinct;
 - (ii) the embarkation or disembarkation of persons or goods from other vessels at the Marina;
 - (iii) the proper and ordinary operation of the Marina Precinct; or
 - (iv) the connections, fittings or equipment relating to the supply of water, gas, electricity or other services to the Berth and/or the Marina Precinct;
- (c) erect, set up, install, store or leave behind any signage, structures or property (temporary or otherwise) on the Berth or anywhere within the Marina Precinct, unless You have Our prior written consent;
- (d) display any “for sale” or other similar sign on the Vessel, the Berth or anywhere else on the Marina Precinct, or advertise the Vessel as being for sale from the Berth (or that the Berth is for sale);
- (e) undertake or perform any works or alterations to the Vessel, including but not limited to sanding, sandblasting, painting, hot works, welding, hull cleaning, fitting out or refitting whatsoever, other than minor internal repairs, mechanical adjustments and/or electrical work (for which You have obtained Our prior written consent);
- (f) allow any contractors or tradespeople to carry out works to the Vessel or otherwise within the Marina Precinct unless they have been approved to work within the Marina by Us and have:
 - (i) registered with Our on-site office and completed Our workplace health and safety site induction prior to commencing works;
 - (ii) read and acknowledge their understanding of Our contractor induction booklet/form by signing and returning a copy of same to Us;
 - (iii) presented insurance and qualification certificates to our satisfaction;
 - (iv) tagged all tools and cords; and
 - (v) been issued with a contractor pass, which must be worn at all times and visible to Us;
- (g) use the Berth or the Marina Precinct for any purpose other as contemplated by Us on granting You the right to use the Berth or the Marina Precinct; and/or
- (h) allow any vessel other than the registered Vessel to use the Berth and/or enter the Marina.

4. Our rights

4.1 We may, at Our discretion:

- (a) direct You to relocate the Vessel to any other berth/s in the Marina that is appropriate for the Vessel at any point during the Term; and
- (b) enter:
 - (i) the Berth at any time to:
 - (A) view its state of repair and condition, and that of the Vessel; and
 - (B) undertake any repairs to the Berth which may be reasonably necessary;
 - (ii) the Vessel to conduct inspections and move the Vessel as necessary without obtaining Your consent in the event of:
 - (A) an emergency;
 - (B) matters of public safety; or
 - (C) breach by You.

5. Extreme Weather Preparedness

5.1 You must promptly comply with, and be aware of Your obligations under, the Extreme Weather Procedure.

5.2 The Extreme Weather Procedure has been developed by Us to ensure the safety of people, vessels and the Marina generally.

5.3 A copy of the Extreme Weather Procedure is available on the **Coral Sea Marina | Resort** website. We will also provide You with a copy upon request.

6. General

6.1 We have fire & emergency evacuation procedures in place which You must comply with from time to time. Copies of these procedures will be provided upon request.

6.2 The fire fighting equipment within the Marina must not be used for any purpose other than fire fighting, without Our prior written consent.

6.3 If We request any information and/or document from You in relation to the Vessel, Your use of the Marina or otherwise, You must promptly respond to any such request and provide the requested information and/or document as soon as possible.

6.4 Any capitalised terms used in these Marina Rules have the meanings attributed to them in either Our standard Private Berthing Agreement or Commercial Berthing Agreement, whichever document governs the relationship between You and Us.

