

Empuja Pty Ltd ACN 135 384 039 as trustee for the Darrouzet Property Trust
("We/Us/Our")

1. Who are we?

- (a) We own and operate the **Coral Sea Marina Resort** located at Airlie Beach QLD 4802, which comprises of:
 - (i) a group of floating mooring berths and waterways located at Shingley Drive and land adjacent to or in the vicinity containing various marine facilities, retail shops and restaurants, some of which are operated by Us and some of which are leased or licensed to (and operated by) non-related entities ("*the Marina*"); and
 - (ii) a hotel, shop, restaurant and function centre located at Ocean View Avenue ("*the Resort*"), (collectively "*the Marina Resort*").
- (b) The Marina Resort is renowned for its world-class facilities and award-winning team of businesses who deliver memorable experiences that reflect excellence in quality and value.

2. What is the purpose of this Code?

- (a) We are committed to ensuring the health, safety and wellbeing of all persons who enter upon, access and/or use the Marina Resort and to providing a safe working environment.
- (b) This Code has been developed by Us in order to:
 - (i) provide clarity as to the obligations, responsibilities and expectations of those who enter upon, access and/or use the Marina Resort;
 - (ii) ensure that We meet Our responsibilities and duty of care under relevant workplace health and safety legislation regarding the provision of a safe workplace;
 - (iii) prevent (or minimise as far as possible) the occurrence of any incidents within the Marina Resort; and
 - (iv) protect and preserve Our reputation, and that of the Marina Resort, in the wider community.

3. Who does this Code apply to?

- (a) This Code applies to any person who enters upon, accesses and/or uses the Marina from time to time and includes:
 - (i) any person or entity which has a contractual relationship with Us to access, use and/or operate their business from the Marina Resort or berth vessels in the Marina ("*Operators*");
 - (ii) any person or entity engaged by Us or the Operators to enter upon and access the Marina Resort to perform works or provide services ("*Contractors*"); and
 - (iii) any other persons or entities conducting business on or within the Marina Resort from time to time ("*Businesses*"), hereinafter each referred to as a "*Principal*".
- (b) This Code also applies to each of the Principal's:
 - (i) employees, agents and contractors (including any employees of contractors) ("*Workers*");
 - (ii) managerial or supervisory staff ("*Managers*"); and
 - (iii) in circumstances where a Principal is a company, each director, officer, shareholder and any person or persons in control of the Principal ("*Owners*"),to the extent that they enter upon, access and/or use the Marina Resort from time to time, hereinafter each referred to as an "*Associate*".
- (c) Each Principal must ensure and procure compliance with this Code by their Associates (if any) and (to the extent possible) each of its customers, passengers, invitees, clients or any other visitors or entrants to the Marina Resort from time to time ("*Customers*"). Any breach of this Code by an Associate or Customer of a Principal will be deemed to be a breach of this Code by the relevant Principal.
- (d) This Code also applies to any person employed by Us (or a related entity of Us) in relation to the Marina Resort ("*Our Personnel*").
- (e) For ease, any reference in this Code to the word "*You*" or "*Your*" is taken to mean each Principal, Associate and Our Personnel. Any reference to "*We*", "*Us*" or "*Our*" includes (where the context permits) Our management staff.

4. What are the principles of this Code?

- (a) You must at all times:
 - (i) familiarise and fully understand Your obligations under this Code;
 - (ii) be responsive, courteous, fair, equitable, respectful and empathetic in Your dealings with others;
 - (iii) take responsibility for Your own actions and safety;
 - (iv) exercise due care, skill and diligence in carrying out Your duties;
 - (v) wear appropriate clothing and footwear when having regard to the purpose/s for which you are entering, accessing and/or using the Marina Resort;
 - (vi) refrain from behaving in a manner that will, or could reasonably, result in Our reputation or that of others using the Marina Resort being damaged (to any extent);
 - (vii) preserve the confidentiality of, and not improperly use or disclose for Your own benefit or that of others, any information disclosed to You by Us in connection with Your access to and/or use of the Marina Resort;

- (viii) attend and participate in any training We may offer or require You to take part in from time to time relating to the subject matter of this Code, any workplace health and safety matters or any of Our policies and procedures;
- (ix) ensure that You present (and remain) in a state that is fit for work (if applicable);
- (x) supervise and accompany any children under Your control at all times while within the Marina Resort;
- (xi) keep any noise to a minimum having regard to, and so as to not disrupt, the other users of the Marina Resort;
- (xii) ensure that any animals brought onto the Marina Resort are leashed or caged and do not foul any part of the Marina Resort or contravene any applicable laws or regulations;
- (xiii) not swim, dive, fish or feed fish or birds within the Marina;
- (xiv) not consume alcohol within the Marina Resort, except within licenced premises, onboard a private vessel within the Marina or within a private room at the Resort;
- (xv) not possess or consume any illegal substances or drugs within the Marina Resort;
- (xvi) not smoke anywhere in the Marina Resort except in those areas (if any) which are designated as smoking areas, nor dispose of cigarette butts other than in any designated cigarette butt receptacles;
- (xvii) not use any skateboards, scooters, segways, bicycles or other wheeled objects in an unsafe or dangerous manner (for example, at an excessive speed or by failing to give way to pedestrians);
- (xviii) not engage in any conduct that is discriminatory in any form, including but not limited due to sex, race, sexuality, disability, cultural background, religion, marital status, age, union affiliation, political conviction or family responsibilities (except as permitted by law);
- (xix) not bully, harass, intimidate, overbear, slur or otherwise be physically or emotionally threatening (whether verbally or in writing) to any person;
- (xx) not use any explicit language or engage in any conduct which is immoral or offensive;
- (xxi) not misuse or abuse any equipment provided by Us to You;
- (xxii) not misuse or abuse any computer, internet or email service provided by Us, including accessing any untoward sites through our Wi-Fi service (for example, pornography);
- (xxiii) not do anything which will, or may reasonably, unduly disrupt any other users of the Marina Resort or impact on the health or safety of any person;
- (xxiv) in the case of Our Personnel, notify us if You have any conflict of interest between the duties You owe to Us and Your own interests; and
- (xxv) otherwise promptly comply with and observe:
 - (A) the Marina Rules (a copy of which is available on Our website and will be provided to You on request), in particular part C which relates to conduct, with any necessary changes being made to give context to Your duties and/or the reason for You entering upon, accessing and/or using the Marina Resort;
 - (B) Our Alcohol & Drug Policy (a copy of which is available on Our website and will be provided to You on request);
 - (C) any other policies and procedures implemented by Us from time to time in relation to the use of any part of the Marina Resort; and
 - (D) all directions given by Us or Your managers (if any) in relation to the subject matter of this Code,
 to the extent the above are reasonably applicable to You when considering Your position, role, duties and/or reason for entering upon, accessing and/or using the Marina Resort.

5. What are the consequences for breaching this Code?

- (a) If You breach any part of this Code, You acknowledge that We may do any or all of the following:
 - (i) require You to immediately cease Your duties and/or carrying out works within the Marina Resort;
 - (ii) require You to immediately depart the Marina Resort;
 - (iii) prohibit Your entry and access to the Marina Resort, whether temporarily or indefinitely;
 - (iv) restrict Your entry and access to the Marina Resort, which may be subject to conditions at Our absolute discretion;
 - (v) notify, report and liaise with Your employer, manager or any other relevant person who has a supervisory capacity in relation to You (if any);
 - (vi) if You are Our Personnel, impose conditions relating to Your ongoing employment or terminate Your employment (to the extent permitted by law).

6. Is there anything else You need to know?

- (a) If You wish to contact Us, report non-compliance or have any queries or concerns about this Code, please contact Us as follows:
 - (i) by phone – + 61 7 4946 2400;
 - (i) by email – marina@csmr.com.au; or
 - (ii) by post – PO Box 579 AIRLIE BEACH QLD 4802.
- (b) If You do not agree with any part of this Code, please advise Us in writing. If this is the case, You may be prevented from entering, accessing and/or using the Marina Resort.
- (c) This Code is current as at July 2019. We will periodically review and update this Code as necessary. We will not necessarily separately notify You of any changes. An updated copy will however be uploaded to the **Coral Sea Marina Resort** website.