



ALS (Nominees) Pty Ltd Trading as Great Sandy Straits Marina ABN 41 096 550 346

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ALS (Nominees) Pty Ltd has appointed R & D Management Trust as its Marina Manager and Authorised Representative.

MARINA RULES

1. General

- 1.1 These Marina Rules apply to all Licensees of the Marina.
- 1.2 Only vessels with full comprehensive insurance cover, in seaworthy condition being fully registered as required by law and safe boating practice will be admitted to the Marina.
- 1.3 The Marina Owner and Marina Manager reserve the right to refuse entry to or remove any vessel or Occupier that does not comply with these Marina Rules.
- 1.4 If any rule in these Marina Rules is void at law, it shall be severed.

2 Berths and Vessels

- 2.1 The period of berthing is calculated 24 hour period Midday date of arrival to Midday day of departure.
- 2.2 Measurement of your vessel is length overall being the measurement to its outer most extremities, including the anchor, bow, motor and tender. The vessel must not exceed the engineering rating of the Marina berth or be longer than that recommended under AS3962 "Guidelines for Marina Design".
- 2.3 Only vessels in a sea worthy condition, comprehensively insured (minimum \$10M public risk) and under their own power will be admitted to the Marina. All vessels must be registered as required by law.
- 2.4 Upon a vessel entering the Marina it shall immediately be subject to the direction from the Marina Manager and shall be berthed only where ordered and manoeuvred as directed.
- 2.5 Mooring lines must be proved by the Licensee and be adequate for the vessel's size and weight. If in the opinion of the Marina Manager these lines are inadequate or additional lines are necessary, the Licensee will need to comply with that direction at their expense.
- 2.6 No part of any vessel may overhang a walkway, including anchors, bows, davits, etc. Marina walkways and pontoons must be kept clear of gear, including dinghies and skiffs at all times.
- 2.7 Licensees must not affix to the Marina structure any box, bin or storage locker of any type at any time.
- 2.8 Fittings may be fixed to the Marina structure only after prior approval from the Marina Manager. Any fenders fixed to the Marina structure must be fitted by a properly qualified person with the prior consent of the Marina Manager.

- 2.9 Licensees shall not permit their vessel to become unsightly or dilapidated so as to reflect unfavourably on the Marina as a whole. Decks shall be kept free and clear of debris, bottles, papers, trash and other unsightly materials at all times.
- 2.10 Laundry of any type or items of personal apparel shall not be hung out to dry or air in public view aboard any vessel.
- 2.11 All sewerage must be disposed of ashore by using the designated sewerage pump out facility within the Urangan Boat Harbour.
- 2.12 No chemicals, inflammable or volatile liquids or substances 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).
- 2.13 No vessels are to be fitted with a for sale sign without the prior consent of the Marina Manager.

3. Conduct

- 3.1 Licensees must not do anything that is immoral, noxious, offensive, hazardous or likely to cause nuisance or injury to any person or the environment. Licensees shall be responsible for the conduct of their guests and invitees. Disorderly conduct by a Licensee and/or guests and invitees may result in the termination of the Marina Berth Agreement.
- 3.2 Licensees must ensure that all gates, entrance and exits within the Marina are properly closed after each use.
- 3.3 Noise shall be kept to a minimum at all times. Licensees shall have regard for others when operating radios and musical apparatus so as not to create a nuisance.
- 3.4 Swimming, diving or fishing in the Marina is prohibited.
- 3.5 Children must be supervised and accompanied by adults at all times.
- 3.6 Animals must be leashed at all times and must not be permitted to foul the Marina area. It is at the Marina Managers discretion whether animals are allowed within the Marina.
- 3.7 Consumption of alcohol is prohibited within the Marina except on board private vessels.

4. Common Area, Conveniences and Contractors

- 4.1 Power is connected to each berth. Only approved power leads with the following shall be permitted.
- 4.2 All vessels to power pole leads must:
 - (a) Have at the pole end a 15 amp plug and have at the vessel end a 15-amp plug;
 - (b) Be checked for correct polarity, and
 - (c) Tested and tagged by a qualified professional.
- 4.3 Occasionally the Marina Manager may have to disconnect your power cord if they are potentially dangerous damaged, across walkways and particularly if they have not been tested and tagged. The Marina Manager will try to contact the vessel owner or occupant prior to doing so, however on occasion the need to unplug a cord may override this contact.
- 4.4 A maximum speed limit of 4 knots is to be observed, departing from, or when approaching the entrance to the Marina area. When entering or leaving the Marina observe all maritime laws and regulations, always keep to the right – power gives way to sail.
- 4.5 No refuelling is allowed in the Marina and must be done at the designated refuelling facility within the Urangan Boat Harbour. Any Occupier found to be using jerry cans to top up fuel in vessels will be asked to immediately vacate the Marina.
- 4.6 Car parking for one vehicle is included in the berthing fee. Cars must be parked in the allocated Marina car park. Cars are parked at the risk of the licensee. No unregistered vehicles / trailers are permitted.

- 4.7 Trolleys are available from the Marina Office.
- 4.8 Drop off and loading / unloading is permitted in the designated loading zone in the commercial operator's car park for a maximum period of 20 minutes or longer subject to prior arrangement with the Marina Managers.
- 4.9 Clean toilet, shower and laundry facilities are for the use and enjoyment of all Licensees. Should any person be found damaging these or any other facility or part of the Marina, they will be requested to leave immediately. Token operated laundry facilities are available and tokens are available from the Marina Office.

5. Vessel Maintenance & Cleaning

- 5.1 No refuse, garbage and plastic bags are to be thrown overboard and must be placed in the rubbish bins provided. If refuse items are too large, the Marina Manager will assist in arranging for their disposal.
- 5.2 It is the Licensees responsibility to ensure that no harm is caused to the environment by spilling and/or leaking fuel or oil. Any incidents must be immediately reported to the Marina Manager who will determine any steps necessary to rectify the situation.
- 5.3 Any leaks must be contained by a suitable method and the collected oils must be disposed of in the oil recycling tank located in the commercial operator's car park. All leaks must be immediately repaired and inspected by the Marina Manager.
- 5.4 Any vessel found to be discharging contaminants including but not limited to oil, fuel or sullage water in the Marina will be attended to by the Marina Manager as a first response to contain and manage the situation. The Licensee will be notified immediately by phone and/or mail of the incident and asked to rectify the fault and cease any activity resulting in the discharge.
- 5.5 The vessel, if unattended, may be boarded and pumps de-activated at the discretion of the Marina Manager if deemed applicable.
- 5.6 When anti-pollution containment materials are deployed, the discharge and other waste associated with the incident will be removed by mechanical or other method at the expense of the owner of the vessel that caused the incident.
- 5.7 A report will be made and filed with the E.P.A and all relevant authorities will be notified.
- 5.8 The Licensee must not carry out any "hot" work including welding, grinding or any sandblasting, painting, of the vessel within the Marina berth (other than minor repairs, mechanical adjustments and electrical work on the vessel for which the Licensee has obtained the prior written consent of the Marina Manager).
- 5.9 Any contractors and tradespeople working on the Marina must be registered with the Marina Office prior to commencing work. Insurance and qualification certificates must be presented and all tools and cords must be tagged. Licensees are responsible for any trades people they engage to undertake work on their vessel. It is the Licensees responsibility to ensure registration has occurred, qualifications are in place and no work specified in 5.8 above is carried out.

6. Fire Fighting Equipment / Emergency Evacuation

- 6.1 The Licensee must observe and obey all fire or emergency drills.
- 6.2 An Emergency Procedures Plan has been implemented for the Marina and is available from the Marina Manager.
- 6.3 All Licensees must ensure they are familiar with the procedures set out in the in the Emergency Procedures Plan and comply with it to the extent it imposes obligations which relate to their occupation of the Marina.

- 6.4 Firefighting equipment shall not be used for any purpose other than firefighting without prior written consent of the Marina Manger. The Marina has storm, fire and emergency evacuation procedures in place with signage available for assembly points. All relevant emergency procedures will be made available from the Marina Office.
- 6.5 In the event of an emergency or situation threatening the safety of the Marina or a Licensee, the Marina Owners and Marina Manager reserve the right to board a vessel and take any reasonable action required to mitigate the emergency without prior notice to Licensee.
- 6.6 If the Marina Owners or Marina Manager enters a vessel under Rule 36 then such access is at the Licensees risk and expense.

7. Definitions

- 7.1 In these Marina Rules Licensee means any person entitled to moor a vessel at the Marina, including:
 - (a) Any Sub-Lessee; and
 - (b) Any Licensee including their contractors, employees, customers, agents and invitees.
- 7.2 Marina means the Great Sandy Straits Marina, Buccaneer Drive, Urangan Boat Harbour.
- 7.3 Marina Manager means the person engaged by the Marina Owner to manage the daily operations and administration of the Marina from time to time which at the date of these rules is Retfar Pty Ltd ACN 169 751 759 ATF R & D Management Trust and includes its agents, employees, contractors and invitees. Marina Management has a corresponding meaning.
- 7.4 Marina Owner means the registered lessee of the term lease of the Marina from time to time, which at the date of these Marina Rules is ALS (Nominees) Pty Ltd ACN 096 550 346 and includes its agents, employees, contractors and invitees.
- 7.5 Marina Structure means the marina pylons and floating pontoons, ramps, piers and fingers used for gaining access to the marina berths at the Marina.