

MARINA RULES

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PRELIMINARY

- A. These rules apply to occupants of and visitors to Mooloolaba Marina and may be cited as the Mooloolaba Marina Rules.
- B. These rules come into effect from 1 Nov 2018.
- C. A definition of expressions used in these rules is contained in Part C.

PART A – MARINA RULES

1. RULES

- (a) Every occupant or visitor to the complex must comply with these rules and any rules made by the Board of Directors from time to time for regulating the use of the Marina and the complex.
- (b) A copy of these rules is available on the Mooloolaba Marina Website as well as in Marina office and occupants and visitors are deemed upon entry to the complex to have notice of the rules or any amendments made to the rules from time to time.

2. USE OF BERTH

- (a) Upon a vessel entering the Marina it shall immediately be subject to the direction of the manager or administration staff and shall be berthed and manoeuvred as directed.
- (b) Only vessels in a seaworthy condition will be admitted to the Marina.
- (c) All vessels must be registered as required by law and safe boating practice.
- (d) No part of the vessel (including anchors, bowsprits, davits, swim platforms, etc.) may overhang a walkway.
- (e) Walkways must be kept clear of gear, including dinghies and skiffs at all times.
- (f) No vessel shall become unsightly or dilapidated so as to reflect unfavourably on the Marina. Decks of vessels shall be kept free and clear of debris, bottles, papers, rubbish and other unsightly material at all times.
- (g) No laundry of any type is to be hung out to dry or air in public view aboard any vessel or on any walkway.
- (h) Swimming, diving, crabbing and fishing within the Marina is prohibited except for diving for the purpose of non-toxic hull cleaning and hull maintenance and only within the berth.
- (i) Dry docks or air berths are not permitted in water berths unless first approved by the Marina Manager. Full specifications including diagrams of the intended instalment are required to be submitted for approval.
- (j) An occupant or visitor must in or about the complex:-
 - (i) ensure any vessel is moored securely within the boundaries of a berth and does not protrude beyond the berth boundaries (length or beam);
 - (ii) ensure that any vessel is kept in a sound, safe, secure, seaworthy and watertight condition and that all mooring lines used to secure the vessel and fenders are in good condition and adequate for the vessel's size and weight. If, in the opinion of the manager, lines are inadequate or

- additional lines are necessary, the occupant will be required to comply with that direction at their expense;
- (iii) ensure that all gates, entrances and exits (including doors to amenities blocks and laundry facilities) within the complex are properly closed after each use;
- (iv) ensure that access through gates is not permitted to any person who is not in possession of a key;
- (v) not carry out repairs, sandblasting, spray painting, fitting out or refitting of the vessel within the berth with the exception of minor repairs, painting, mechanical adjustments and electrical work provided that no nuisance is created to other occupants and no objection is raised by the manager;
- (vi) not obstruct in any way the embarkment, disembarkment, navigation, movement, or lawful activities of other occupants or visitors of the complex;
- (vii) not permit any commercial vessel to be moored in the berth without written consent from the board, which consent may be revoked or given on conditions at the absolute discretion of the board;
- (viii) not display any sign on any vessel moored in the berth or anywhere within the complex without written consent from the manager;
- (ix) not carry on or permit to be carried on with or from the vessel or the berth, any business or activity of a commercial nature without prior written consent of the board which consent may be revoked or given on conditions at the absolute discretion of the board;
- (x) not refuel the vessel from the berth or any other place within the Marina;
- (xi) ensure that the vessel is not used as a permanent place for human habitation in circumstances which would contravene the provisions of the sublease;
- (xii) take all necessary precautions against the outbreak of fire in or upon the vessel whilst it is moored in the berth;
- (xiii) not discharge anything of whatever nature into the waters in the berth or the Marina and must not (whilst the vessel is moored in the berth or otherwise in the Marina) use any toilet on the vessel unless the toilet is connected to an approved holding tank in the vessel;
- (xiv) not clean or gut fish or crabs on the walkways or throw fish offal or frames or any other fish or crustacean waste into the waters of the Marina;
- (xv) at its cost, dispose of any sewage ashore by using any sewerage pump out facility provided by the Marina;
- (xvi) keep the vessel and the berth free of pests, insects and vermin;

- (xvii) observe and comply with the reasonable directions of the manager and ensure their visitors do so;
 - (xviii) keep the vessel and the berth free of all infectious disease and infections which are notifiable to health authorities under the law of Queensland;
 - (xix) not misuse, overload, interfere with or alter the connection, fittings or equipment in the common area or the berths relating to the supply of water, gas, electricity, lighting or other services;
 - (xx) ensure that LP gas bottles, regulators and supply hoses are maintained in a condition which complies with statutory requirements and not operated in a manner or used for any purpose which may create a hazard;
 - (xxi) take all reasonable precautions to protect the vessel and property on the vessel from theft or vandalism;
 - (xxii) ensure all mooring ropes and hoses are organised in such a manner so as not to cause a trip hazard on the walkways;
- (k) The berth is to be used solely for the permitted use under the sublease. A copy of the sublease is available for inspection at the Marina office.

3. CONDUCT AND COURTESY

- (a) Occupants shall be responsible for the conduct of their visitors. Disorderly conduct may result in eviction from the complex.
- (b) Occupants and visitors must not use foul language or do anything on the complex, the berth or the vessel which is immoral, noxious, offensive, hazardous, or likely to cause nuisance, annoyance, disruption or injury to any person in or about the complex;
- (c) Noise including radios, sound systems, television and musical apparatus must be kept at a level which does not create a nuisance to occupants of other vessels. Between the hours of 10pm and 6am, noise must be kept to a level which is inaudible to occupants of other vessels.
- (d) Children must be supervised by a responsible adult at all times.
- (e) Rollerblading and the riding of bicycles, skateboards and scooters is prohibited within the Marina (including walkways) and complex.
- (f) Bicycles are not to be left on walkways or left unattended in any of the common areas. All bicycles are to be parked in designated bicycle parking areas and must display a waterproof tag with the occupant's berth number, obtained from the Marina office. Bicycles which are not tagged may be considered abandoned and may be disposed of at the discretion of the manager.
- (g) Halyards and lines must be tied in a manner which will prevent slapping or other noise. Any nuisance which, in the opinion of the manager, is being caused by

halyards and/or lines may be rectified by the manager at the occupant's expense.

- (h) Auxiliary generators (including wind generators) are not to be operated in the Marina at any time.
- (i) Between the hours of 6pm and 7am:-
 - (i) Power generating equipment, power tools or other noise-making machinery shall not be operated;
 - (ii) Vessel engines shall not be run except for the purpose of entering or leaving a berth.
- (j) Vessels may not run their engines longer than 15 minutes at any one time within a six hour period.
- (k) Misconduct, theft or vandalism is to be reported immediately to the manager and the appropriate authorities.

4. ANIMALS

- (a) The acceptance of animals is at the discretion of the manager and is based on size, number, noise created and nuisance to other occupants and visitors.
- (b) Dogs and cats must be registered if required by any local government law.
- (c) All animals must be kept either within the confines of the occupant's vessel, or if beyond such confines, must be kept on a leash or within a cage.
- (d) Owners of animals found unattended or not on a leash will be fined \$250. Following three (3) offences the animal will need to be removed from the Marina.
- (e) Animals must not be permitted to foul any part of the complex.
- (f) Animals are not permitted in the amenities block, laundry room, barbecue and picnic areas.

5. TROLLEYS

- (a) Trolleys must be returned to the trolley parking area designated for each finger immediately after use.
- (b) Marina trolleys are not to be used by any tradesperson, contractor or commercial operator.
- (c) The cost of repair of any damage or loss caused to a trolley by an occupant or visitor is to be borne by the occupant or visitor.

6. COLLISION

- (a) Occupants and visitors must immediately report (by way of an incident report) to the manager particulars of any collision (whether considered minor or not) in which the occupant or visitor is involved or which is observed with any vessel in or about the Marina or any vehicle in the carpark.

7. FIRE FIGHTING EQUIPMENT

- (a) Fire extinguishers and fire hoses are for the express purpose of fighting vessel or Marina fires and are not to be removed from fire station reels or boxes for any other reason.
- (b) All discharged fire extinguishers are to be reported to the manager.

8. SERVICES

- (a) Power (240 volt AC 15 amp) is connected to each berth. Only approved power leads with the following shall be permitted. All vessel to power pedestal leads must:-
 - (i) be not less than 2.5mm round flex cable;
 - (ii) have at the pedestal end a 15 amp earthed plug with weatherproof locking collar;
 - (iii) have at the vessel end a 15 amp earthed plug;
 - (iv) be checked for correct polarity and display a current test and tag certification from a person licensed to provide electrical compliance testing;
 - (v) not be permitted to create a trip hazard on walkways or have any part submerged in water.
- (b) One power connection is available per vessel and no vessel is to connect to more than one power outlet.
- (c) No modification or alteration whatsoever is to be made to the power or water supply on the pedestal.
- (d) The maximum allowable power draw from the pedestal is 15 amps.
- (e) All electrical appliances connected to shore power must be approved to the relevant electrical safety approval and test specification. Should any appliance result in recurring tripping of the power circuit breaker, the power lead may, at the discretion of the manager, be disconnected from the vessel.
- (f) Power leads deemed by the manager to be hazardous because of being damaged, non-compliant, not tested and tagged or a trip hazard may have to be disconnected. The manager will endeavour to contact the occupant prior to doing so, however on occasion the need to unplug a dangerous power lead may override this contact.
- (g) The board reserves the right to install power and water meters on any berth and charge the occupant for usage.
- (h) Hoses connected to pedestals must be kept tidy and clear of the walkway and fitted with a sturdy trigger nozzle (i.e. with spring loaded shut off).
- (i) Water hoses and their fittings must be of an adequate standard to ensure the hose or fittings will not fail when pressurised.
- (j) All water usage (including times) must be in accordance with applicable local government restrictions.

9. COMMON AREAS AND GARBAGE

- (a) An occupant or visitor must not obstruct the common areas in any way.
- (b) Common areas are to be kept clean and tidy.
- (c) Hoses are not to be left connected to any tap in the common areas.
- (d) Rubbish is to be deposited in the bins provided for that purpose however no offsite or contractor's rubbish is to be deposited in Marina bins. Occupants are to use any recycling facilities where provided. The disposal of batteries, cooking or lubricating oils, fish products, offensive-smelling or other undesirable waste in Marina bins is prohibited. Cartons and other bulky

hollow items must be flattened before placing into Marina bins. Oil can be disposed of in the oil recycling containers located at the end of Parkyn Parade.

- (e) No part of the Marina (except those areas specifically designated as storage areas) is to be used for the storage of any item.

10. SPEED LIMIT & BOATING CONVENTIONS

- (a) A speed limit of a maximum of 2 knots is to be observed, within, when departing from, or when approaching the entrance to the Marina.
- (b) When entering or leaving the Marina, observe Maritime Law and keep to the right. Power gives way to sail.

11. RENT

- (a) An occupant must pay rent in advance by the rent date. Any outstanding costs owed to the marina will be followed-up by administration, however marina management reserves the right to charge the occupants credit card any time to settle the outstanding charges. A penalty charge of 12% per annum of the outstanding amount may be added to the invoice.

12. OTHER CHARGES

- (a) The occupant must promptly pay all rent and charges imposed from time to time in respect of any services to the berth or the vessel arising out of or incidental to the use by an occupant or visitor.
- (b) An occupant must make payments without set-off, counterclaim, withholding or deduction.
- (c) An occupant or visitor must pay Mooloolaba Marina interest at the rate of 12% per annum on monies or claims due by the occupant or visitor from the due date until the money is received by Mooloolaba Marina.
- (d) Time is essential for all obligations of an occupant or visitor under the rules.

13. KEYS

- (a) An occupant must pay any key deposit to the Mooloolaba Marina upon request.
- (b) An occupant must return their key to the Marina office prior to departing the Marina or if a member, upon their ceasing to be a member;
- (c) If an occupant or visitor fails to return any key, the occupant will forfeit any key deposit and the occupant or visitor must pay to Mooloolaba Marina any cost incurred by Mooloolaba Marina in securing any part of the complex as a result of the loss of the key.
- (d) An occupant must not loan or otherwise part with or provides a key to any person who is not an occupant of the Marina.
- (e) An occupant warrants not to duplicate or have duplicated or copied any key provided for access to any part of the complex.

14. DAMAGE AND REPAIRS

- (a) An occupant and visitor must:-
 - (i) to the satisfaction of the board, repair damage to the services, berth, equipment, buildings, furniture, appliances or the complex caused by any act, omission, negligence or default of the occupant or visitor and must on demand from Mooloolaba Marina, pay to Mooloolaba Marina the reasonable costs of any such repairs not done by the occupant or visitor;
 - (ii) must report any damage, accident or defect (whether considered minor or not) in the services or berth to the manager as expeditiously as possible;
 - (iii) not undertake any works, in or about or make alterations to the berth or any part of the complex.
- (b) The manager may enter any berth without notice to:-
 - (i) view its state of repair and condition without notice;
 - (ii) effect any repair to the berth;
 - (iii) do anything to restore or preserve good order, safety or security of any person, the vessel, berth or complex.
- (c) In the event that the manager believes an emergency or imminent danger or risk to a vessel or the Marina exists, the manager may enter any vessel at risk by force for the purpose of rendering it and the Marina safe. An occupant may, at their option, provide the manager with keys to their vessel to allow access if required in accordance with this sub rule however any key so provided will be at the sole risk of the occupant.

15. INSURANCES AND INDEMNITIES

- (a) An occupant must take out and maintain:-
 - (i) appropriate insurance cover including salvage and removal of wreck. Public liability coverage to the value of at least \$10,000,000.
 - (ii) we do not accept Insurance policies from any Unauthorised Foreign Insurance Companies (UFI).
 - (iii) any other insurance reasonably required by Mooloolaba Marina.
- (b) Evidence of appropriate insurance must be provided to Mooloolaba Marina in the form of a Certificate of Currency. Mooloolaba Marina must be notified if any insurance policy is cancelled.
- (c) An occupant and visitor must not:-
 - (i) do anything which may affect rights under any insurance policy taken out by Mooloolaba Marina or other person; and
 - (ii) store chemicals, inflammable or volatile liquids or substances in the vessel other than those that are required for safe operation of the vessel (and then only in such quantities as are reasonably required and in appropriate and approved containers).

- (d) An occupant and visitor are liable for and indemnify Mooloolaba Marina against any liability for any claim arising from:-
 - (i) the use by the occupant or visitor of a berth or vessel;
 - (ii) any damage, loss, injury or death caused or contributed to by any act, omission, negligence or default of the occupant and/or any visitor of the occupant and/or visitor;
 - (iii) the impounding or moving of a vessel under clause 15; and
 - (iv) a breach by the occupant or visitor of these rules.
- (e) Mooloolaba Marina may enforce any indemnity before incurring any expenses.
- (f) The occupant and visitor releases Mooloolaba Marina from and agrees that Mooloolaba Marina is not liable for any claim arising from:-
 - (i) damage, loss, injury or death unless it is caused by the negligence or default of Mooloolaba Marina;
 - (ii) anything Mooloolaba Marina is permitted to do under this Agreement;
 - (iii) any defect in or faulty operation of any service;
 - (iv) the common areas not being clean.
- (g) Occupants and visitors acknowledge that all their property which may be on the berth or the vessel anywhere in or about the complex is at their sole risk

16. DEFAULT AND ENFORCEMENT

- (a) Mooloolaba Marina may, upon reasonable grounds, terminate the right of entry or access of any occupant or visitor to the complex without prejudice to its other rights in law or equity.
- (b) A written warning will be issued to an occupant or visitor breaching any rule in response to every complaint made by another occupant or visitor of the complex.
- (c) An occupant or visitor who has been given three written warnings and has failed to remedy the specified breach will forfeit their entitlement to occupy a berth or enter upon the complex and will be required to remove themselves and their vessel from the Marina within one (1) week of being given written notice to do so.
- (d) If an occupant fails to remove their vessel from the Marina in accordance with sub rule (c) above, Mooloolaba Marina may:-
 - (i) enter the Marina berth with force if necessary and eject the occupant and all other persons; and
 - (ii) impound the vessel; and/or
 - (iii) remove the vessel from the Marina.
- (e) If an occupant is in default in respect of payment of moneys, Mooloolaba Marina:-
 - (i) shall have a Personal Property Securities Interest (PPSI) over the vessel and may detain it until all monies payable by the occupant to

- Mooloolaba Marina are paid in full or satisfied; and
- (ii) may remove the vessel to another wet or dry area within the complex or waterway at the occupant's sole cost and expense.
- (f) Ending of the right to occupy or visit does not affect any prior claim that Mooloolaba Marina may have against the occupant or visitor.
- (g) Mooloolaba Marina's acceptance of rent or other money is not a waiver of any contravention of these rules.

17. COMPLAINTS AND SUGGESTIONS

- (a) Complaints and suggestions may be made either orally or in writing to the manager or marked "Private and Confidential" and posted to "The Marina Board" at PO Box 846, Mooloolaba Qld 4557 or otherwise deposited in a box provided for that purpose.
- (b) All complaints will be treated as confidential.

18. CARPARK

- (a) Carparking at the Marina is not guaranteed and is wholly at the owner's risk.
- (b) An occupant who is also a member may occupy one car parking space for each berth owned.
- (c) Occupants are required to register their vehicles with the manager and if required, display a car parking permit in a prominent position within their vehicle.
- (d) A parking fee (as determined from time to time by the board) will apply for each additional vehicle of an occupant who is also a member.
- (e) A vehicle of an occupant who is not a member may incur parking fees.
- (f) A vehicle which occupies more than one car parking space is not permitted to be parked in the carpark.
- (g) Vehicle maintenance and repairs (except of an emergency nature e.g. changing a flat tyre or flat battery) must not be carried out in the carpark.
- (h) No part of the carpark is to be used to wash down or clean any type of vehicle or boat.
- (i) No heavy industrial equipment (e.g. forklifts, cranes), trailers or unregistered vehicles are permitted in the carpark unless prior arrangements have been made and authorised by the board.
- (j) All vehicles must have third party insurance and provide evidence of same to the manager upon request.
- (k) Boats or tenders on trailers are not permitted to be parked in the carpark or any other part of the complex not specifically designated for that purpose.
- (l) No vehicle in the carpark is to be used for the purpose of overnight accommodation.
- (m) Any security device provided to an occupant (including a member) for access to the carpark is non-transferable and the occupant must not allow any other person to use the security device to access the carpark.

- (n) Car parking spaces may be provided for use by on-site commercial tenants or their customers at the discretion of the board.

19. CONTRACTORS AND TRADESPERSONS

- (a) Any contractor or tradesperson working on a vessel or within the complex must report to the Marina office prior to commencing work and provide details of the work intended to be conducted.
- (b) Evidence of insurance including Ship Repairers Liability and Public Liability with a minimum value of \$10,000,000 must be presented prior to commencing any work. A record may be maintained by the Marina office.
- (c) All tools and cords must be tested and tagged by a person licensed to provide electrical compliance testing.
- (d) Occupants are responsible for any tradespersons they engage to undertake work on their vessels. It is the occupant's responsibility to ensure reporting has occurred and that insurance is in place.

20. CLEANING & MAINTENANCE OF VESSEL & BERTH BY LAWS RELATING TO ENVIRONMENTAL PROTECTION

- (a) An occupant or visitor must not:-
 - (i) throw overboard garbage or refuse of any kind;
 - (ii) fuel any vessel in the berth; or
 - (iii) harm the environment by spilling fuel or oil.
- (b) All incidents must be reported promptly to the manager who will keep a log of every incident.
- (c) An occupant or visitor will at their own cost, observe, perform and fulfil all requirements of any Environment Protection Agency, MSQ, (or other appropriate governing body) law or permits affecting the vessel or the berth or the complex or any part of it and ensure that all licenses, registrations and permits for the vessels are maintained and copies provided to the manager upon request;
- (d) Any oil leaks from a vessel must be repaired immediately and inspected by the manager. Any oil leaks must be contained by a suitable method and the collected oils can be disposed of in the oil recycling containers located at the end of Parkyn Parade.
- (e) Any vessel found to be leaking oil or fuel will be dealt with in the following manner:-
 - (i) The occupant or person in control of the vessel will be notified immediately by phone to rectify the fault immediately.
 - (ii) Drip trays and / or absorbent pads will be placed to collect spillage at the occupant's cost; and
 - (iii) A report will be made notifying the EPA, MSQ or any other appropriate governing body.
- (f) Pumping out bilges is strictly prohibited in the Marina. Incidents of pump out of bilges will be reported by the manager to the EPA.
- (g) Releasing sewerage or grey water into the Marina is strictly prohibited and will be reported by the manager

to the EPA, MSQ or any other appropriate governing body.

- (h) Any vessel found to be discharging bilge or grey water into the Marina will be dealt with in the following manner:-
 - (i) The occupant will be notified immediately personally or by phone or email to cease the activity.
 - (ii) The vessel, if unattended, will be boarded and pumps de-activated.
 - (iii) Bunds will be placed around the area and the discharge will be removed by mechanical or other method at the expense of the occupant.
 - (iv) A report will be made notifying the EPA, MSQ or any other appropriate governing body.

21. OCCUPANT AND VISITOR WARRANTIES

- (a) An occupant or visitor warrants and represents to Mooloolaba Marina that all information provided by the occupant or visitor to Mooloolaba Marina is true and correct and all authorities and consents in respect of the waterway and complex needed by the occupant and visitor have been obtained.

22. NO REPRESENTATION

- (a) The occupant acknowledges that no promise, representation or warranty is given by Mooloolaba Marina:-
 - (i) that the berth is or will be fit for, suitable or adequate for the vessel for the permitted use; or
 - (ii) regarding the sufficiency or efficiency of the services.

23. RESERVATIONS

- (a) Mooloolaba Marina reserves the exclusive right to:-
 - (i) use any part of the complex that is not rented for any purpose;
 - (ii) control the common area in its absolute discretion;
 - (iii) move any vessel to another berth in the Marina or elsewhere in its absolute discretion; and
 - (iv) construct or permit the construction, demolition or removal of any building, marina or other works on any part of the complex and the occupant and visitors may not make objection or claim in respect of any of these matters.
 - (v) Marina Management reserves the right to board any vessel, at any given time in matters of security, environmental related issues, in case of vessels listing/taking on water or being a hazard to the marina and/or other vessels.
- (b) Mooloolaba Marina is not liable to anyone for any damage which anyone may suffer because of any interruption to any service.

24. DETERMINATION

- (a) On termination of their occupation or access to the complex, occupants and visitors must:-
 - (i) deliver all keys to the Marina office;
 - (ii) vacate the berth and leave it and any part of the complex used by them in a clean state; and
 - (iii) remove their property; and
 - (iv) not cause any damage to the berth or the complex in the removal of anything from the berth. If any such damage is caused, they must at their cost, promptly repair that damage to the satisfaction of the board.

PART B – INTERPRETATION

25. DEFINITION AND INTERPRETATION

In these rules unless a contrary intention appears:-

Authority means any state, federal or local government or other person or authority having jurisdiction over the complex, vessels and waterway in or about and adjacent to the Marina.

Berth means the marina berth at the Marina.

Board means the board of directors of Mooloolaba Marina Limited.

Car park means the area designated for parking by Mooloolaba Marina Limited.

Car parking space means a space designated for the parking of a car or motor bike in the carpark.

Common Areas means all parts of the complex intended by Mooloolaba Marina for common use of the occupants and visitors of the complex.

Complex means the wet and dry land waterways including all improvements from time to time which comprise the Marina, berths and common areas of the complex together with the land or buildings under the control of or leased by the Sunshine Coast Aquatic Centre Pty Ltd.

Claim includes any claim, demand, remedy, suit, injury, damage, loss, cost, expense, liability, action, proceeding, right of action, notice, injunction, restraining order, claim for compensation or claim for abatement of rent.

Cost includes any cost, charge, expense, outgoing, payment of other expenditure, including reasonable legal fees.

Environmental Protection Law means any law or any requirement of an authority relating to waste, pollution, and use of land or waters the protection, preservation and enhancement of the environment.

EPA means the Environmental Protection Agency (or equivalent) for the State of Queensland.

Amenities Block means the area specified from time to time by Mooloolaba Marina which contains toilets, showers and other facilities for use by the occupants and visitors of the Marina.

Keys include keys, encoded cards or other devices issued or used for the purpose of obtaining access to the complex, the Marina or the berth.

Key Deposit means the amount required to be paid by an occupant to the Marina for the supply of a key or other entrance security device.

Law means any statute, rule, regulation, proclamation, ordinance or by-law, present or future, state, federal or otherwise.

Manager means the manager of the complex from time to time, or his nominee.

Marina means the group of floating mooring berths and the waterways within the complex containing the berth (including the amenities blocks, walkways, pontoons, piles and access bridges associated with the Marina and any dry land under the control of Mooloolaba Marina Limited).

Member means a berth owner and member of Mooloolaba Marina Limited pursuant to the terms of its Constitution.

Mooloolaba Marina means Mooloolaba Marina Limited.

MSQ means Maritime Safety Queensland (or equivalent) for the State of Queensland.

Occupant means any person who is authorised to occupy a berth or any part of the complex (including on-site commercial tenants and on-water commercial operators).

Parking fees means the amount (as determined from time to time by the board) charged for parking a motor vehicle or motor cycle in the car park.

Permitted Use means the mooring of the vessel.

Rent means any fees, charges, expenses or monies payable for occupation of any part of the complex irrespective to whom it must be paid.

Rent Date means the due date for payment of rent from time to time.

Rules mean these rules including any amendments, changes or modifications made by the board from time to time.

Seaworthy means a vessel/boat which is in all respect fit to travel at sea. The vessel must be able to enter and depart the Marina under their own power.

Services mean the services which are provided by Mooloolaba Marina or any authority and include but are not limited to, all electricity, gas, lighting and water consumed and/or used in or about the complex.

Sub-lease means the provisions of the registered sub-sub-sub-lease from Mooloolaba Marina Limited to a member together with any superior lease.

Vessel means any vessel moored in a berth in or about the Marina or immediately adjacent to the Marina.

Visitor means anyone visiting any part of the complex for any reason (with or without invitation) and includes an occupant's invitees, employees, agents, tradesmen, contractors and customers.

Walkways mean the fingers and arms of the floating mooring berths.

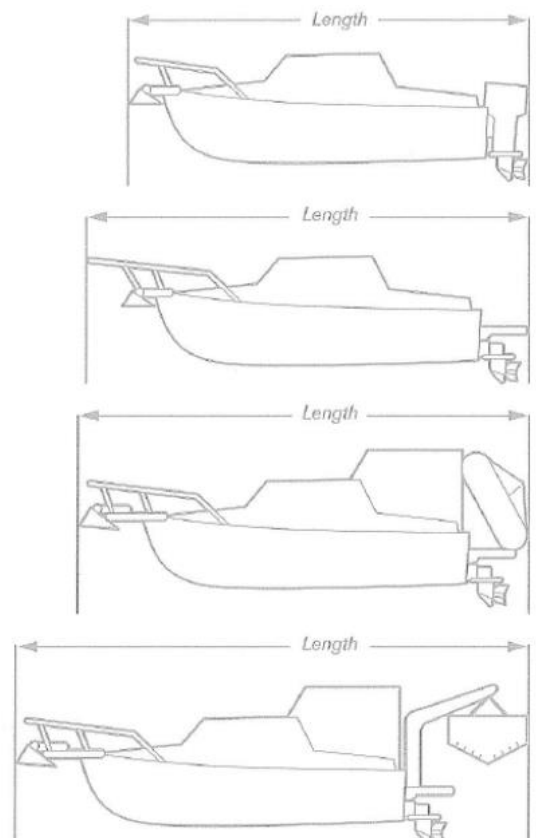


Figure – How to measure your vessel – “length overall”