

Dear Marina Occupant,

RE: LAKE MACQUARIE YACHT CLUB MARINA OPERATIONS

The Board of Directors of Lake Macquarie Yacht Club wishes to advise the way LMYC conducts its marina business as follows:

- A) Marina Berthing Agreement (MBA), Marina Policy (MP) and Marina Rules (MR) documents are enclosed herewith. An additional MBA and MP documents is also included and it would be appreciated if these documents could be signed and returned to LMYC.

- B) Together with your signed MBA and MP documents the Board also requires a copy of your vessel's current public liability insurance policy (with a cover of at least \$10,000,000) and a copy of your vessel's Comprehensive Insurance Policy being forward to LMYC. To occupy a marina berth at Lake Macquarie Yacht Club you must have both public liability and comprehensive insurance cover.

- C) Marina Fees are reviewed annually with any changes to apply from October 1, or as otherwise determined.

- D) Also enclosed is an application form for boat owners who do not currently have their marina fees paid by direct debit from the bank or building society account, to now do so. The Board has resolved that the 5% discount offered for prompt payment of the marina fees will now only be available to boat owners paying their marina account annually by way of the direct debit system. This discount will no longer be available on "over the counter" or mail payments.

Some minor changes have occurred to the terms and conditions of the Marina Berthing Agreement, so we would ask that you read this agreement and retain it for your records. **Please return the top 2 pages only of the Marina Berthing Agreement, duly completed along with a copy of your Current Insurance Policy to the Lake Macquarie Yacht Club office at your earliest convenience.**

Should you wish to have your marina fees debited to your bank account and you have not already submitted a Direct Debit Authority, we would ask that you complete this form and return it to us along with your Marina Berthing Agreement and Current Insurance Policy.

Thank you for your assistance in this matter.

Regards

MARK NORDEN
GENERAL MANAGER
LAKE MACQUARIE YACHT CLUB

LAKE MACQUARIE YACHT CLUB

MARINA BERTHING AGREEMENT

SCHEDULE

Lake Macquarie Yacht Club (the Licensor):

Owner (“the Licensee”)

Boat (“the craft”)

Name:.....

Name:.....

.....

Manufacturer/designer/type:.....

Home Address:.....

Registration Number:.....

.....

Length o/a:.....

Business Address:.....

Beam:.....

.....

Draft:.....

Home Phone:.....

Displacement:.....

.....

Fibreglass/aluminium/wood:.....

Colour:.....

Business Phone:.....

Public Liability Insurer and Policy No:

Mobile Phone:.....

.....

E-Mail:.....

Boat Insurance Insurer and Policy No:

.....

Berth Number:.....

Engine type/manufacturer:.....

LAKE MACQUARIE YACHT CLUB

MARINA POLICY 01/05/2016

OBJECTS

To promote berthing facilities in accordance with Clause 6(a) the Constitution of LMYC For member's vessels at a cost which provides the Licensor with a reasonable return on its capital investment and the members with a berthing facility at a cost to the members which is competitive with comparable commercial berthing facilities on Lake Macquarie.

All persons requiring a marina berth must be SAILING MEMBERS of the Club, prior to being allocated a berth. This also applies to use of the Dinghy ramp and all launching facilities. Once a berth becomes available and prior to occupying the berth, the member must supply the following:

- a signed contract
- current boat registration
- current vessel insurance

The berth is allocated for a particular vessel and change of vessel will require application for that change to be made to the General Manager or his nominated representative who will consider the change on its merits and reallocate the berth or require the member to go back onto the waiting list. The board reserve the right to move boats within the marina to maximize occupancy revenue.

The ultimate decision on the change will be at the discretion of the Board of Directors.

At least 4 weeks' notice, in writing, is required to vacate a berth. Failure to supply the required notice will result in the member being billed for two weeks from when notice to vacate is received.

CLUB RULES

Under no circumstances can marina berths be used to advertise a vessel for sale. No For Sales signs are permitted on the Marina except those belonging to the clubs onsite Boat brokerage.

Under no circumstances is any painting or repairs which may result in the use of paint, solvents, thinners, oils, flammable materials or chemicals which could potentially pollute the lake be undertaken and such work is only to be carried out as part of the Slipway Management Plan.

Further the use of any electric grinder or welding equipment or powered cutting tool is expressly forbidden. All such work is to be carried out at the slipway. Any member or contractor found to be in breach of this will have to show cause as to why they should enjoy continued access to the facility. Further any other maintenance activity that may adversely impact the environment is strictly forbidden.

INSURANCE & REGISTRATION

A copy of current Registration & Insurance of the vessel for which the berth is hired must be in the Clubs possession at all times.

It is of paramount importance that the Club maintains its insurance cover. A current copy of insurance and registrations, forms part of the Marina Lease Agreement.

If at the anniversary of the Insurance or Registration the Marina Member has not provided the information the Club will notify the Marina Member via email to the current club membership email address and by the Marina Manager attempting to telephone the Marina Member.

CONTRACTOR ACCESS TO THE MARINA

All contactors must sign in at club reception before accessing the marina. Access can be gained prior to this via email to boating@lmyc.com.au and then sign in during reception hours. Marina Staff must ensure that contactors have insurance, certificates and confirm that the work to be carried out complies with the marina policies.

Contractors must provide

- Public Liability Insurance
- OH&S Certificates
- Water Usage Permits
- JSEA (Job Safety Environmental Analysis)

It is the policy of the Board that if after the 30 day grace period the Member has not paid his account his name will be referred to the Board of Directors. If his name is referred three (3) times to the Board all credit facilities will be denied to the member.

OVERNIGHT / TEMPORARY BERTHING

Overnight berthing is available on the outside of the marina. Visitor berthing is on a first come first serve basis. Club management has the right to request visitor to move or remove their vessel from the Marina. As per club membership rules you are entitled to 1 night free per week. This is limited to a maximum of 2 nights in any given week regardless of how many members own the boat.

Overnight berthing incurs a cost of \$30 per night for sailing members and \$45 for social or non-members.

Visitor berthing is available for a maximum of three (3) nights only unless arrangements are made through the Marina Supervisor.

To assist, there are some Club Rules regarding the berthing of vessels around the marina of which you should be aware. Your understanding and co-operation would be appreciated.

- All vessels must moor on the Leeward side of the Marina with adequate fenders.
- Any vessel greater than 14 tonne must gain permission to be moored on the outside marina. Ring Patrick (0400205600) or Mark (0400120088) or for confirmation.
- All vessels must be insured and proof will be requested.
- Vessels may moor on the Leeward side around the marina for up to 4 hours at no cost while the master and crews are enjoying the facilities within the Club. Please leave your name and contact number at reception in case of a change in wind direction.
- Longer stays may be arranged with Patrick or Mark at the rates above. In the case of sailing members the first night is free and the second night is charged at \$30.00. One free night per boat per week.
- Vessels must not be left unattended at the marina for more than 2 hours. Your vessel must be seaworthy and capable of moving off the marina under its own power in case of a change in wind or wave conditions. A person capable of moving the vessel safely, if necessary, must be readily available.

- No boat berthing on the marina must do anything to upset the quiet and good order of the club and surrounding neighbourhood. Sound travels over water so no music is to be played past 10.00pm.
- Vessels must not be left unattended overnight. A safe berth or mooring may be booked if it becomes necessary to leave the vessel unattended overnight. A cost will apply for this service. Please ring Patrick or Mark to arrange this.
- Any damage caused in breach of these rules will be the responsibility of the owner of the vessel.
- Orange flags indicate KEEP CLEAR. NO MOORING ALLOWED.
- On days when our yachts are racing, vessels should not moor on the low wharf area on the northern side of the Club in the vicinity of the marquee and crane.
- At peak times when mooring space is limited, vessels should be moored TO Leeward by the bow only and not tied alongside. This will allow other members and visitors to moor their vessels and enjoy the facilities. These peak periods are Wednesday afternoons, Friday evenings and Saturdays (during the racing season from September to April).
- Boat owners wishing to work on their vessels at the marina should first speak to the Club's maintenance staff to determine the nature of the work that is not permitted at the marina. The work berth is able to be booked in advance.

Thank you for taking the time and making the effort to read and observe these simple rules. We trust your visit to the Club is enjoyable.

Of

1. Confirm that I have read the above terms and conditions, marina rules and marina policy;
2. Agree to be bound by the terms of the documents referred to in 1 above.

Dated: Signed:

Name:

For Lake Macquarie Yacht Club

Witness: Name:

TERMS AND CONDITIONS OF AGREEMENT

1. The License shall be personal and be in respect of the nominated craft and may not be assigned by the Licensee. In the event of the Licensee desiring to substitute another vessel for the craft nominated (in respect of which he has a major beneficial interest) he shall supply to the Licensor all relevant details as may be required by the Licensor to permit the latter vessel to be substituted for that referred to in the Schedule and the Licensor shall not unreasonably withhold it's consent in this regard.

2. The Licensor licenses to the Licensee the berth referred to in the Schedule hereto.
3. The License fee shall be the sum in accordance with the scale of fees as may be determined from time to time by the Licensor and shall be payable quarterly in advance, commencing on the date of this Agreement. In addition to those fees the Licensee shall pay to the Licensor an amount equal to the goods and services tax applicable to such supply. The Licensor shall pay, in relation to any marina berth used for the purpose of demonstration, sale or charter, an additional surcharge of 20% of the license fee. In the event of such use being for the purpose of any sailing school conducted at the Licensor's premises by way of a separate tenancy, then no additional surcharge shall be payable by the Licensee. Interest shall be payable by the Licensee at the rate of 10% per annum, calculated upon monthly rests, in relation to any arrears due by the Licensee to the licensor pursuant to the terms of this Agreement.
4. The parties further agree that in the event that this Agreement is to operate for a period of time not exceeding one month then the Licensee shall pay to the Licensor a deposit of \$200.00 which shall be refundable to the Licensee seven days after the conclusion of this Agreement and, in the event that it shall be necessary for the Licensor to replace or repair any mooring line, warp or fitting following the conclusion of this Agreement, then the bond shall first be applied towards meeting such costs. The Licensor may, in its discretion, waive compliance with this provision.
5. The Licensee agrees, acknowledges and declares that:-
 - (a) he has examined the Marina and its facilities and relies on his own judgement in Accepting use of the same placing no reliance upon the statements or representations made by the Licensor not by anyone on its behalf;
 - (b) he will be responsible for all damage to any structures, piles or any property whatsoever arising from any act, omission, neglect or default of himself, his agents, employees or invitees;
 - (c) he hereby releases to the full extent permitted by the law the Licensor and its agents, servants, contractors and employees from all claim and demands of every kind resulting from any accident, damage or injury occurring from any cause whatsoever in connection with the use of the marina by the Licensee notwithstanding any negligence on the part of the Licensor, its agents, servants, employees, contractors and invitees:
 - (d) the Licensor shall have a lien against the craft, her appurtenances and contents for unpaid sums due to the Licensor for arrears of fees payable hereunder or for damages caused to any property or person on the Marina or any sums due to the Licensor whatsoever;
 - (e) he will and does hereby indemnify the Licensor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Licensor shall or may become liable in respect or arising from loss, damage or injury from any cause whatsoever to property of persons within or without the premises caused or contributed to by the use of the property by the Licensee or his servants, employees, contractors, sub-contractors or invitees or by any act, omission, neglect, breach or default by any such person or persons;
 - (f) he will comply with the Marina rules and Lake Macquarie Yacht Club Marina

Policy (which shall be deemed to form part of this Agreement) as may from time to time be varied by the Licensor and default under such rules be deemed default under this Agreement.

- (g) there shall be no warranty whatsoever given by the Licensor as to the condition of the Marina, its piers, jetties, walks, pontoons or other plant and equipment;
 - (h) he shall be solely liable for the care and protection of the craft, its fittings, accessories and contents and for any loss or damage of any nature whatsoever to the craft, its fittings, accessories and contents and he shall at all times maintain proper and adequate insurance in respect of the same in addition to public liability insurance in the sum of at least \$2,000,000.00;
 - (i) the Licensor may at its sole discretion move the craft to any other mooring place at the Licensee's risk and expense in the event of an emergency and for this purpose the Licensee will provide the Licensor with a set of main door keys for the craft.
6. In the event of any change in the beneficial ownership of the nominated craft then this Agreement shall be at an end unless the Licensee provided the Licensor with a statutory declaration giving full particulars as may be required of such change and obtain the Licensor's consent to any proposed vessel being substituted for that referred to in the Schedule.
7. The Licensor and Licensee agree that either party may determine this Agreement upon one month's written notice given at any time by one party to the other provided that any such notice of determination by the Licensee shall be deemed to be invalid unless accompanied by the tender of all unpaid fees together with fees which may become due pursuant to this Agreement in respect of all unpaid fees of the period ending upon the day when the notice would expire and provided further that the Licensor may terminate this Agreement forthwith upon the happening of any of the following events:-
- (a) A breach by the Licensee of any of the provisions of this Agreement, or Marina Rules or Policy and Regulations;
 - (b) Any of the berthing or other facilities of the Marina in the opinion of the Licensor becoming unserviceable.
8. In the event of a causal vacancy of a marina berth caused by the absence of the owner or his craft the berth may be used by the Licensor to its advantage at the Licensor's discretion. The Licensee shall inform the Licensor should his berth be vacant in excess of 48 hours.
9. In the event of the Licensee's absence from the area he shall appoint a responsible person to have care, charge and control of his vessel and to advise the Licensor accordingly.
10. The Licensee shall, within 21 days of receiving a written request by the Licensor, repair, replace or make good as required by the Licensor, any mooring line which in the opinion of the Licensor requires repair or replacement. In the event of the Licensee refusing or neglecting to comply with any such notice then the Licensor may, at its option, either:

- (a) engage a contractor to do all work as is necessary to comply with the terms of The said notice and in this event the Licensee shall promptly reimburse the Licensor for any costs so incurred; or
- (b) remove the vessel from the Marina

LAKE MACQUARIE YACHT CLUB

MARINA RULES

1. All craft moored in the Marina must be registered, identified, marked, equipped and maintained as required by law and the Licensors Memorandum and Articles of Association with particular attention to adequate fire fighting equipment.
2. It shall be the responsibility of the Licensee to provide his own mooring lines and wraps sufficient to moor the craft in a proper and seamanlike fashion.
3. The marina walkways shall be kept clear of equipment and materials, including dinghies.
4. The Licensee shall forthwith remove or cause to be removed from the Marina all waste and rubbish bought upon or generated within the craft or the Marina.
5. It shall be the responsibility of the Licensee to keep his craft in such condition that it does not become unsightly or dilapidated or reflect unfavourable upon the reputation and appearance of the Licensor, its premises or facilities. The craft shall be kept free and clear of debris, bottles, papers, trash or other unsightly materials at all times.
6. Major repairs, painting and fitting of or to the craft at the Marina are prohibited. The work wharf and slipways are available for these purposes and the Licensor should be contacted when these facilities are required. Minor repairs, internal painting, minor external painting, mechanical adjustments and electrical work will be permitted provide that no nuisance or interference with others using the Marina is caused by such work.
7. The Licensee shall not cause such noise as may be distasteful to others.
8. Toilets, oil, chemical, spirits, inflammable and oily bilges shall not be discharged into the Marina waters.
9. Any craft advertised or offered for sale from the marina area shall not display any gaudy or offensive signage.
10. A speed limit of a maximum 3 knots is to be observed within, departing from, or when approaching the entrance to the Marina area.
11. Subject to the provisions of the Lake Macquarie Yacht Club Marina Policy, no Licensee shall carry on any commercial enterprise within or from the Marina unless authorised by the General Manager.
12. The Licensor shall have full power to effect repairs to berths and marina and to move vessels for such purpose.

13. Whilst in the Marina no person shall live on board the craft for more than the period allowed by statutory and Local Government Authorities.
14. All Licensees shall be financial Sailing Members.
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15. No alteration of addition will be carried out to the structure of the Marina without written consent of the Licensor.
16. No vessel shall be left unattended for a period in excess of two hours on the outside wall of the Marina.

**Request and Authority to debit the account named below to pay
Lake Macquarie Yacht Club**

Request and Authority to Debit	Surname or Company name _____ Given names or ACN/ABN _____ Request and authorise Lake Macquarie Yacht Club to arrange the amount nominated below to be transferred from my account, identified herein, through the Bulk Electronic Clearing System to the account of Lake Macquarie Yacht Club
Insert the name and address of financial institution at which account is held	Financial institution name _____ Address _____ _____
Insert details of account to be debited	Name of account _____ BSB number - _ _ _ - _ _ _ Account Number - _ _ _ _ _ _ _ _ _ _
Acknowledgement	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Lake Macquarie Yacht Club as set out in this Request and in your Direct Debit Request Service Agreement.
Payment Details	The amount to be transferred, until further notice is: \$ _ _ _ _ - _ _ _ <hr/> (amount in words) Transfers should occur on: 1 st working day in October 1 st working day in January 1 st working day in April 1 st working day in July
Insert your signature and Address	Signature _____ <i>(if signing for a company, sign and print full name and capacity for signing ie Director</i> Address _____ _____ Date / /
LAKE MACQUARIE YACHT CLUB ABN:91 000 805 265	DIRECT DEBIT REQUEST SERVICE AGREEMENT
Definitions:	Account means the account held at your financial institution from which We are authorized to arrange for funds to be debited.

	<p>Agreement means this Direct Debit Request Service Agreement between You and us.</p> <p>Business day means a day other than a Saturday or a Sunday or a public Holiday listed throughout Australia.</p> <p>Debit day means the day that payment by you to us is due.</p> <p>Debit payment means a particular transaction where a debit is made.</p> <p>Direct debit request means the Direct Debit Request between us and You.</p> <p>Transitional period means the period commencing on the industry implementation date for Direct Debt requests (31 March 2000) and Concluding 12 calendar months from that date.</p> <p>Us and we means Lake Macquarie Yacht Club, the Debit User you have Authorized by signing a direct debit request.</p> <p>You means the customer who signed the direct debit request.</p> <p>Your financial institution is the financial institution where you hold the Account that you have authorized us to arrange to debit.</p>
1. Debiting your account	<p>1.1 By signing a direct debit request, you have authorized us to arrange For funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the Arrangement between us and you.</p> <p>1.2 We will only arrange for funds to be debited from your account as Authorized in the direct debit request.</p> <p>1.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following Business day. If you are unsure about which day your account has or will be Debited you should ask your financial institution.</p>
2. Changes by us	<p>2.1 We may vary any details of this agreement or a direct debit request at Any time by giving you at least fourteen days ‘ written notice.</p>
3. Changes by you	<p>3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on ph: 49450022 or fax 49477696.</p> <p>3.2 If you wish to stop or defer a debit payment you must notify us in writing at least 30 days before the next debit day. This notice should be given to us in the first instance.</p> <p>3.3 You may also cancel your authority for us to debit your account at any time by giving us 30 days notice in writing before the next debit day. This notice should be given to us in the first instance.</p>
4. Your obligations	<p>4.1 It is your responsibility to ensure that there are sufficient clear funds Available in your account to allow a debit payment to be made in Accordance with the direct debit request.</p> <p>4.2 If there are insufficient clear funds in your account to meet a debit payment: a) you may be charged a fee and/or interest by your financial Institution.</p>

	<p>b) you may also incur fees or charges imposed or incurred by us; and</p> <p>c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your</p>
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	<p>account by an agreed time so that we can process the debit payment.</p> <p>4.3 You should check your account statement to verify that the amounts debited from your account are correct.</p>
5. Dispute	<p>5.1 If you believe that there has been an error in debiting your account, you should notify us directly on ph 49450022 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.</p> <p>5.2 If we conclude as a result of our investigations that your account has Been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.</p> <p>5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution may lodge a claim on your behalf.</p>
6. Accounts	<p>You should check:</p> <ul style="list-style-type: none"> (a) with your financial institution whether directing debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions. (b) your account details which you have provided to us are correct by checking them against a recent account statement; and (c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.
7. Confidentiality	<p>7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorized use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about you:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this agreement (including disclosing Information in connection with any query or claim).
8. Notice	<p>8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Lake Macquarie Yacht Club, P.O. Box 150 Belmont NSW 2280.</p> <p>8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.</p> <p>8.3 Any notice will be deemed to have received two business days after It is posted.</p>