



Coorong Quays Hindmarsh Island

Randell Road, Hindmarsh Island, SA 5214

P O Box 2600, Goolwa, SA 5214

Ph: (08) 8555 7300 Fax: (08) 8555 3890

E-mail: admin@coorongquays.com.au

Website: www.coorongquays.com.au

ABN 40 621 182 465

Berth/Storage Licence Agreement

Owner(s):

Name: 1.
 2.
 Postal Address:
 Suburb: P/Code:
 Home phone: Work Phone:
 Mobile:
 E-mail address:

The Boat/Van:

Name:
 Make: Colour:
 Rego no: Trailer rego no:
 Length: Beam: Draft:
 Insurance company: HIN:
 Policy no: Amount insured: \$ Expiry Date: / /

OFFICE USE

Details:

Berth: Hardstand: Caravan: Trailer:

Initial

Licence Period: / / Period: Monthly Yearly Other Keys: Y N

Licence fee: Fee for the initial licence period: \$ (GST inclusive)
 Security Token Deposit \$30 each: \$ *(see rule # 31)
 Total: \$

Then current licence fee at the time of your renewal for the berth/storage.

Security Token: CRN: Inv #

SIGN HERE: (By signing this form you agree to us contacting you via email)

..... / /
 Owner Witness Date of signing

..... / /
 For Coorong Quays Witness Date of signing

Terms of Berth Licence Agreement

1. Interpreting this licence

- 1.1 In this licence, "the marina" means the marina and residential development presently known as "Coorong Quays Hindmarsh Island" being the whole of the area in the south-west corner of Hindmarsh Island bounded by Randell Road, Monument Road and the River Murray except for Crown Land.
- 1.2 Reference to "the boat" means the boat on page 1, and reference to "the berth" means the berth on page 1.
- 1.3 Reference to us includes our successors and transferees, and reference to you includes your permitted transferees.
- 1.4 Any word indicating the singular includes the plural and vice versa.
- 1.5 If there are more than one of you then -
 - we only have to give notices to one of you and
 - all your obligations in this licence are joint and several.

2. Your licence rights

- 2.1 You are licensed to use the berth to dock the boat for the licence period.
- 2.2 Subject to this licence, you are entitled to access to the berth at all reasonable times.
- 2.3 We reserve the right to terminate your berth agreement with Coorong Quays at our discretion. Where this happens, we will give you notice in writing and all outstanding amounts must be paid prior to the cessation of business with the marina.

3. The fees you must pay

- 3.1 On signing this licence, you must pay the fee for the initial licence period on page 1. We will not refund any part of the fee for the initial licence period under any circumstances.
- 3.2 Thereafter, you must pay the nightly, weekly, monthly, quarterly, six-monthly or yearly fee on page 1. You must pay it in advance and in one payment.
- 3.3 After the initial licence period, the licence fee may be reviewed by us on and from every first of January.
- 3.4 If we review the licence fee but you are dissatisfied with it, you may immediately cancel this licence.
- 3.5 You must pay all costs, charges and expenses relating to the preparation and stamping of this licence.
- 3.6 The licence fee is inclusive of any GST and, as such, any liability for GST in respect of the licence fee or any other payment due under this licence, must be borne by you. If we pay any GST, then you will be liable to refund any such payment to us immediately we invoice it.
- 3.7 You must also pay an annual environmental levy of 2.5% of the licence fee plus GST to cover costs we incur in complying with the *Environment Protection Act* and our other statutory obligations relating to the environment. This must be paid at the same time and in the same manner as the licence fee.

4. The licence periods

- 4.1 In this licence, "the licence period" means the initial licence period on page 1, and any further period up until this licence is cancelled.
- 4.2 If you cancel your annual licence at any time during the licence period, the 20% discount will be forfeited.
- 4.3 If you cancel your periodic licence before the end of the licence period, you will not be refunded any unused time.
- 4.4 After the initial licence period on page 1, either party may cancel this licence on one month's notice to the other.
- 4.5 However, we can immediately cancel this licence if -
 - you are more than 7 days late in paying anything to be paid under this licence or
 - you are otherwise in breach of this licence, or any of the rules of the marina.

5. Restrictions on your use of the berth

- 5.1 Except with our prior written consent, you must not use the berth (or allow the berth to be used by any other person) for -
 - hiring out the boat or any other boat
 - carrying out any boat repairs or boat building or
 - any commercial or business purpose.
- 5.2 You must not sell, or offer to sell, the boat at the berth or within the marina.
- 5.3 You must not do anything in the marina which may cause damage, nuisance or annoyance to us, or to any other users of the marina, or any nearby landowner or their invitees.

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- 5.4 You must not interfere with the use of the marina or its facilities by us, or by any other person authorised by us to use them.
- 5.5 You must not alter the berth in any way, or add any fendering to it, without our prior written consent.

6. Liability issues

- 6.1 We give no warranty as to the condition of any pontoons, jetties, walkways, slipways, ramps, roads, buildings, equipment or other facilities at the marina.
- 6.2 In using any of them, you do so at your own risk.
- 6.3 We are not liable for any injury to persons or property which occurs in or about the marina no matter how it is caused.
- 6.4 You indemnify us against any claim for personal injury or property damage suffered by you or any other person in the marina, and arising out of your use of the berth or the marina.
- 6.5 You must pay all repair and cleaning costs to rectify any damage to the berth or the marina, or other boats using the marina, which results from any of your acts or omissions.

7. Insurance

- 7.1 Throughout the licence period, you must maintain with a reputable insurance company -
- adequate marine insurance of the boat, its contents and fittings at full insurable value.
 - public liability insurance in respect of the boat and/ or trailer.
- 7.2 If we require it, you must produce to us evidence of your compliance with this clause.

8. Payments on default

- 8.1 You must pay us interest at the rate of 20% per annum on anything payable by you to us under this licence but unpaid.
- 8.2 You must pay us on demand any debt collection, legal or other recovery costs we pay or owe to attempt to recover anything you owe us under this licence.
- 8.3 You indemnify us for any costs, claims or liabilities we incur resulting from any failure by you to comply with this licence.
- 8.4 You must pay us on demand anything we pay to remedy any breach by you of this licence.
This includes construction costs, professional fees, or any damages or penalties we must pay because of your breach of this licence, or your breach of laws.

9. Other matters

- 9.1 Only the boat as described above may use the marina and berth. You may change the boat which you wish to use the berth, but only with our prior written consent. We will not unreasonably withhold that consent.
- 9.2 If we believe there is an emergency, we may enter the boat, or move it to another berth or place. To enable us to enter your boat safely we recommend leaving a set of keys in our office. We are not responsible for any loss caused to you as a result.
- 9.3 If the berth or the marina is destroyed, regardless of how caused, we may immediately cancel this licence. In that case, we will refund to you a fair proportion of any licence fee paid in advance.
- 9.4 You agree to us keeping a key for your trailer/caravan (if applicable) to enable us to move the vehicle in an emergency. We will advise you of any emergency in due course.
- 9.5 You hereby grant us a lien over the boat as security for your payment of everything you must pay us under this licence. This means we can detain the boat until all such sums are paid. If they are not paid within terms of us exercising this lien, we can cause the boat to be sold by either public or private sale.
- 9.6 This licence gives you no interest in the berth except as a licensee only. In particular, it is not a lease.
- 9.7 The licence is personal to you. You must not assign it without our prior written consent.
- 9.8 You must obey any rules made by us from time to time for the good management and safe operation of the marina. We can make new rules, or amend or cancel the existing rules, as we see fit.
- 9.9 We may give you a notice personally, or by placing the notice on the boat, or by sending it by pre-paid post to your address on page 1, or your last known address. Any notice which is posted is deemed given the next day after posting.
- 9.10 All accounts will be issued by email. If you choose to receive your accounts by post, an administration fee will be charged.

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RULES OF COORONG QUAYS HINDMARSH ISLAND

1. Only craft with current insurance and in seaworthy condition will be admitted to the marina.
2. Any craft occupying a marina berth must have a current Berth Licence Agreement (obtainable from Marina Office during business hours)
3. All craft must be registered and maintained as required by law.
4. Craft entering or leaving the marina will be under our control and must (subject to any applicable laws) manoeuvre and berth as directed by us.
5. You must observe the speed limit within the marina namely, 4 knots or wakeless speed, whichever is less.
6. All craft must be kept in a neat and tidy condition. All decks must be kept free of rubbish, bottles and drying clothes.
7. All craft must be securely locked and all craft, their fittings and contents secured to reduce loss by theft or damage of any kind.
8. All mooring lines must be maintained in good order and condition. We may replace at your expense any lines which in our opinion are in poor or unsound condition.
9. Halyards must be tied off to eliminate noise.
10. All craft must be berthed as securely as possible to the marina fixtures.
11. No person may live on board the craft while berthed at the marina without our prior written consent.
12. No rubbish, objects, or plastic containers may be thrown overboard in the marina waterways, or left on walkways, gangways or any other fixtures in the marina.
13. No heavy objects must be placed on, or transported over, walkways and gangways.
14. Craft may not be refuelled in the marina except at the fuel dock.
15. All toilet, oil, spirit, fuel, galley, shower waste and bilge discharge must be properly disposed of. Under no circumstances is it to be discharged or released into marina waterways or (except in the case of human effluent) the sewerage pump-out station.
16. Otherwise, you must not pollute the environment of the marina or its waterways.
17. No ropes, tools, equipment, clothing or any other contents of the craft may be left or stored on any walkways or gangways.
18. You must not permit your boat to overhang any walkway, gangway or marina waterway.
19. Noise, use of radios and musical equipment and parties are only permissible if no annoyance, nuisance or disturbance is caused to other users of the marina.
20. Swimming, diving and fishing in the marina is prohibited.
21. All fuels and inflammable liquids and gases must be stored safely and properly so as not to cause danger to any craft or person in the marina.
22. You must observe all laws, by-laws and regulations, and any requirements of any government authority or other agency, which apply to the marina.
23. All dogs must be kept leashed and under control. You must also clean up after your dogs.
24. All extension cords must be safely placed across jetties within the grooves of the planks and must be maintained to an acceptable standard. The plugs must be well water-proofed.
You must only use shore-power cables (and any extension cords) that are either:
 - (a) provided by us at your expense, or
 - (b) inspected and tagged by a certified electrician and approved by us.
25. Air-atomising spray painting is prohibited without our written approval.
26. All works done on your boat with our written consent are done at your own risk. You fully release and discharge us from all claims for loss and damage to property, or injury to persons, arising from such works on your boat.
27. You must ensure that your boat's shore-power cable (including any extension cords) is kept clean and dry at all times.
28. You must ensure that there are no people in the surrounding waters whilst connecting or disconnecting your boat to or from the shore-power.
29. You must not use tyres (or parts of tyres) to fender your boat. You may only use commercially available fendering.
30. You must not light, or permit, any naked flame on deck when your boat is within the marina.
31. * If issued with a Security Access Token you must pay a \$30 deposit. This card is issued to you alone and cannot be reissued; lent or borrowed to a 3rd party or contractor. Once notice to vacate is given you must return the card within 14 days of the BLA expiry date or forfeit the deposit. Security Access Token deposits will only be refunded by EFT. The refund will occur within 7 business days of returning the token in good working condition. When advising your intention to vacate please provide banking details so the deposit can be paid into your bank account.
32. Only contractors and tradesmen who have a current Boating Industry Association marine card and current acceptable Public liability insurance will be permitted access to any vessel at COORONG QUAYS once first having obtained approval to access a vessel. Approval may be granted with conditions. Access will only be granted during business hours. Approval for access to work on a vessel may be revoked or not given at the discretion of Coorong Quays management.

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