

Rules & Code of Conduct

July 2024

Alder

Bowen Marina

Henry Darwen Drive, Bowen

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Overview:

1. These Rules are for the administration, management, safety, security, care and cleanliness of the marina and for the preservation of good order, comfort and welfare of Berth Occupiers, commercial tenants and visitors of the Marina.
2. Bowen Marina has the right to make and amend these Rules pursuant to clause 11 of each Permit to Occupy Marina Berth and all berth occupiers are obliged to comply with these Rules as though they were conditions of each Permit to Occupy.
3. The Rules were adopted by Bowen Marina as and from 18/07/2024 and will remain in force until varied by Bowen Marina.
4. The Rules have been provided to each Berth Occupier and will be displayed on the Marina Noticeboard at the marina.
5. All persons gaining access to the marina do so subject to these Rules.

Interpretation:

6. In these Rules:
 - a. **Berth Occupier** means an Applicant for a Permit to Occupy Marina Berth and where the context so admits its crew, skipper, employees, suppliers and other persons permitted or invited by an Applicant to enter and have access to the Marina Facility including any Marina Berth and includes any person or corporation, its employees, servants and agents authorised to occupy a Marina Berth under a Permit to Occupy Marina Berth;
 - b. **Car Park** means the car park located within the Marina Facility;
 - c. **Bowen Marina** means: - Bowen Marina Precinct Pty Ltd ACN 665 461 610 Trustee for the Bowen Marina Precinct Trust ABN 61 665 461 610.
 - d. **Environmental Legislation** means all State and Federal Acts, Regulations and By-Laws governing, regulating or setting minimum standards and procedures for protection of environmental conditions with respect to the Marina Facility, adjacent lands and waterways including the Environmental and Other Legislation Amendment Act 1997 {Qld) and the Environmental Protection Act 1994;

- e. **Marina Manager** means the Manager of the Marina Facility appointed by Bowen Marina from time to time;
- f. **Marina Berth** means the Marina Berth referred to in each Permit to Occupy and any other berthing area within the Marina Facility which is not subject to a Permit to Occupy.
- g. **Marina Facility** means the land and seabed lease areas occupied by Bowen Marina under Sub-Lease Dealing No. 713558175 from Queensland Transport situated at Boat Harbour Drive Bowen Qld 4805 together with all improvements there on including the Marina Wharf, Car Park and Bowen Marina premises.
- h. **Marina Wharf** means the wharf located in the Marina Facility.
- i. **Permit to Occupy** means a temporary permit for a vessel to occupy a Marina Berth which shall be on such terms as Bowen Marina may determine from time to time and will be signed on behalf of Bowen Marina by the Marina Manager or other authorized agent appointed by Bowen Marina.
- j. **Property** means any Property whatsoever (not owned by Bowen Marina) including vessels, fishing gear, nets and accessories and motor vehicles.
- k. **Rules** means these Rules and any amendment thereof adopted by Bowen Marina from time to time.

Marina Manager:

- 7. Bowen Marina has authorised and directed the marina manager to enforce these rules. Any sign, notice or direction made by the Marina Manager or displayed by Bowen Marina within the Marina Facility and being described as "By Order of Management" shall be a lawful direction by Bowen Marina under these Rules.

General Compliance with Rules:

- 8. All persons having access to the Marina Facility shall:
- 9. Promptly comply with directions given by the Marina Manager; and
- 10. Comply with all lawful directions of the Bowen Harbour Master and its duly authorised officers; and
- 11. Not cause or permit to be done anything which constitutes a breach of a condition of Bowen Marina's Sub-Lease from Queensland Transport; and
- 12. Strictly comply with the provisions of these Rules.

Failure to Comply with Rules:

13. Any failure by a Berth Occupier to comply with these Rules constitutes default under their Permit to Occupy and if that default continues Bowen Marina may exercise its right to terminate the Permit to Occupy.
14. Berth Occupiers are responsible for the acts or omissions of their crews, employees, agents and invitees and any breach of the Rules by those persons will constitute a breach of the Rules.
15. Any person (not being a Berth Occupier) who fails to comply with these Rules: -
 - a. may be directed by the Marina Manager to leave the Marina Facility.
 - b. may be banned from re-entering the Marina Facility for any time specified by the Marina Manager.
 - c. will be treated as a trespasser if that person re-enters the Marina facility without permission from the Marina Manager and appropriate complaints will be made to the police.

Risk to Property:

16. Bowen Marina does not accept any responsibility whatsoever for loss, damage or destruction of any Property in or about the Marina Facility howsoever caused and notwithstanding that any such act may have been caused by the negligence of Bowen Marina, its servants or agents.
17. Any Property brought onto the Marina Facility is and remains at the risk of the owner thereof or the person in control of that Property who, by doing so, indemnify and agree to keep indemnified Bowen Marina against any claims arising against Bowen Marina with respect to that Property notwithstanding that any such claim may arise as a result of the negligent act or omission of Bowen Marina, its servants, agents and employees.
18. Berth Occupiers are responsible for the acts and omissions of their employees, crew, contractors and invitees within the Marina Facility and indemnify and agree to keep indemnified Bowen Marina from any claims arising against Bowen Marina as a result of the acts or omissions of those persons notwithstanding that any such claim may arise as a result of the negligent act or omission of Bowen Marina, its servants, agents and employees.
19. Berth Occupiers are at all times required to have current insurance cover for third party liability for loss or damage to persons or Property in an amount of not less than \$10.0 million for each claim and shall produce evidence of current insurance to the Marina Manager when requested. If a berth occupier fails to comply with this provision, the Marina Manager has the right to require the berth occupier to leave the Marina Facility with any associated vessel forthwith.

Mooring of Vessels:

20. Berth Occupiers are permitted to moor vessels owned by the Berth Occupier in the Marina Berth referred to in their Permit to Occupy.
21. Berth Occupiers are not permitted to authorise the mooring of any other vessel (not owned by the Berth Occupier) in their Marina Berth without the written consent of the Marina Manager and only then provided that such arrangement does not constitute default under the provisions of the Permit to Occupy.
22. Any person (not being a Berth Occupier) wishing to moor a vessel in a Marina Berth must first obtain the consent of the Marina Manager and, if required, sign a Permit to Occupy.
23. If any vessel occupies a Marina Berth contrary to these Rules or the provisions of any Permit to Occupy then:
 - a. the Marina Manager shall have the right to direct the vessel to leave the Marina Facility forthwith.
 - b. if the vessel (which expression includes its master and crew) fail to comply they will be deemed to be trespassing within the Marina Facility and appropriate complaints will be made to the police and Bowen Harbour Master in that respect.
24. Bowen Marina shall have the right to determine what fees are charged for vessels occupying Marina Berths pursuant to Permits to Occupy.
25. Persons may only moor vessels within Marina Berths with:
 - a. appropriately sized ropes and lines which shall at all times be in a good and sound condition; and
 - b. all mooring lines shall be attached to the provided mooring cleats and to no other part of the marina structure.
26. No Berth Occupier shall anchor or allow his vessel to lie in any fairway or channel in the marina or outside the marina boundaries without the Marina Manager's consent in writing and in no event shall he do so.
27. If for any reason beyond the control of the master or owner of the vessel it is necessary to anchor a vessel in a fairway or channel the responsible person shall immediately notify the Marina Manager in that respect and shall take all such steps to remedy the problem forthwith and in compliance with the directions of the Marina Manager.
28. If any vessel is sunk or stranded within the Marina Facility or if any obstruction is caused by a vessel which impedes the navigation or use of the Marina Facility by other vessels the master or owner of that vessel shall forthwith: -
 - a. notify the Marina Manager in that respect; and
 - b. comply with the Marina Manager's directions to remedy the situation forthwith.

29. If Rule 25 shall apply and the owner or person in control of the relevant vessel is unable or refuses to remove it from the Marina Facility as directed by the Marina Manager, the Marina Manager is authorised to:
- a. take such steps as the Marina Manager thinks fit to have the vessel re-floated and removed from the Marina Facility.
 - b. the Marina Manager may arrange for the vessel to be stored at a storage facility or delivered to Bowen Harbour Master as the Marina Manager may determine.
 - c. the vessel will not be delivered to the owner or person in control until all costs and expenses incurred by Bowen Marina in this respect have been paid in full and Bowen Marina shall be entitled to possession of the vessel until those moneys have been paid.

Environmental Consideration:

30. By occupying a Marina Berth each Berth Occupier thereupon undertakes and agrees with Bowen Marina that:
- a. it will not cause any contamination to the Marina Facility.
 - b. it will not permit, cause or allow the commission of any offence under Environmental Legislation within the Marina Facility.
 - c. it will comply with and observe the terms and conditions of all environmental licences governing the use or occupation of the Marina Facility.
 - d. it will not discard any waste material in or about the Marina Facility.
 - e. it must take all reasonable steps to prevent waste material escaping into the Marina Facility from its vessels or otherwise arising from its use of the Marina Facility.
31. Should there be any breach of the preceding clause, each berth occupier shall:
- a. remove the waste, fuel or other products from the Marina Facility.
 - b. carry out such further work as may be necessary to leave the Marina Facility in a clean and environmentally acceptable condition as may be determined by Bowen Marina or Bowen Harbour Environmental Officers.
 - c. forthwith notify the Marina Manager of any such breach.
 - d. indemnify and agree to keep indemnified Bowen Marina from and against any claims arising against Bowen Marina as a consequence thereof.

Use Of Marina Wharf:

32. It is expected that Berth Occupiers will wish to load and unload goods and materials from vehicles and in this respect:

- a. Berth Occupiers will not place their vehicles or equipment in such positions so as to deny other Berth Occupiers access to the Marina Wharf and will cause as little disruption to others in gaining access to their Marina Berth as is possible;
 - b. any vehicles, machinery or equipment used in or about the Marina Facility by Berth Occupiers shall at all times be appropriately licensed to permit their lawful use and shall comply with all Workplace Health & Safety requirements;
 - c. berth occupiers gaining access to vessels in Marina Berths with the use of vehicles and machinery shall indemnify and agree to keep indemnified Bowen Marina from and against any claims arising against Bowen Marina as a result of those activities.
33. No person shall use any of the safety equipment, reticulated water supply or electrical supply equipment located in and about the Marina Facility for any purpose except that for which they were designed and only then as directed by the Marina Manager.
34. Firefighting equipment will not be used under any circumstances for cleaning or washing vessels or equipment.
35. If any Berth Occupier wishes to carry out maintenance or other work or repairs to any vessel located in a Marina Berth, then provided that those works do not contravene any Environmental Legislation the berth occupier may carry out those works provided that:
- a. the works are carried out by suitably qualified personnel.
 - b. the Berth Occupier has all necessary Workplace Health & Safety licences and permits to perform and carry out the works.
 - c. the Berth Occupier has on board all required firefighting equipment and other safety equipment that may be required at law to permit the works to be carried out.
 - d. the Berth Occupier will indemnify and keep Bowen Marina indemnified from any claims arising against Bowen Marina in this respect.
36. All persons having access to the Marina Facility will at all times comply with Bowen Marina's Workplace Health & Safety requirements particulars of which will be provided on the Noticeboard or upon request to the Marina Manager.

Electricity/Water Supply:

37. All berths have access to potable water and electricity at all times, if you are approved for liveaboard of your vessel depending on the duration of your stay you may be asked to pay an additional fee with your rent to cover additional usage of these services. The cost will be known to you before entering the agreement.

38. If any berth occupier fails to pay accounts due to Bowen Marina for rent when due Bowen Marina shall not be obliged to supply water or electricity to the Berth Occupier until the account is paid and as otherwise may be determined by the Marina Manager.

Business Activities:

39. Bowen Marina recognises that Berth Occupiers may conduct commercial fishing operations.
40. No Berth Occupier shall conduct any business within the Marina Facility except as provided in the preceding rule without the consent in writing of Bowen Marina.
41. Berth Occupiers do not have the right in the conduct of their business to sell product at the Marina Facility or to engage any other person to do so. All fish products may be unloaded at the Marina Wharf from vessels and should then be removed from the Marina Facility for sale or processing if those products are not being dealt with by Bowen Marina.

Animals:

42. No dogs or other animals are permitted to enter the Bowen Marina precinct area or be aboard any vessel during its stay at the marina. Service dogs may be accepted but written approval from the marina manager is required before entering the marina precinct's premises.

Operating Times:

43. Tenants with a valid marina lease agreement can access the premises 24/7 and will be given a key that will allow them access to the marina berths.
44. The gates to the berths and premises will be locked by security at 7pm every night and will be unlocked at 7am every morning.

Boat Dimensions:

45. For the arrangement of the lease the length of the vessel taking into consideration if the length overall (LOA) which is the measurement from the

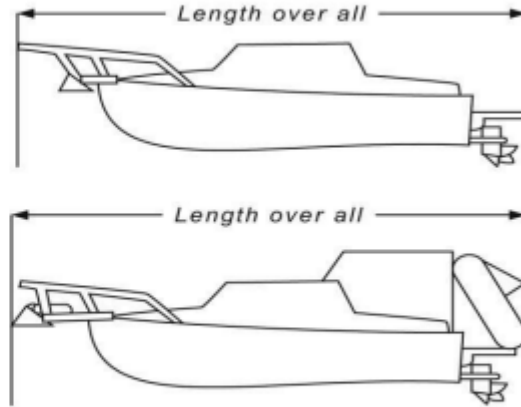
outer most extremities of the vessel including anchor, bow sprit, motor and tender. Refer to Appendix A.

General Marina Conditions:

46. For 12 and 6 monthly leases they will be invoiced one month in advance for 3 monthly, monthly, weekly and day-to-day leases full upfront payment will be required.
47. A \$50 deposit is required for the marina key, this amount will be refunded when on confirmation of your vessel departing.
48. Check in time is 2pm, or earlier subject to availability and confirmation from the marina manager with check out time being 12pm.
49. Children must be always accompanied by a parent.
50. Marina berth tenants are not to park their vehicles on the inside of the premises except for when loading and unloading, to which a maximum of 10 minutes is allowed.
51. All vessels are to be kept in an orderly and clean manner. With the surrounding berth area to also be kept clean and have not items obstructing the walkways.
52. All occupiers are responsible for the mooring of there vessel, marina staff are not required to provide any assistance or provide ropes should you not be equipped.
53. Fishing and swimming at the marina is prohibited.

Appendix A – Boat measurement

HOW TO MEASURE YOUR BOAT



Measure to outer most extremities, including anchor, bow, motor, tender etc. When measuring, state on form if anchor and/or dinghy are fitted.

Appendix B – Bowen Marina Layout

