

Tasman marinas

STORAGE LICENCE AGREEMENT
AND MARINA RULES



RUNAWAY BAY
— MARINA —



hopeharbour
marina



CONTENTS

Second Schedule Terms & Conditions	3
1. Definitions	3
2. Licence	3
3. Licence Fee	3
4. Additional Charges and Fees	4
5. Security Deposit	4
6. Parting with Possession of Licenced Areas	5
7. Insurance/Indemnity	5
8. Risk	5
9. Damage to Marina and Appurtenances	6
10. Alterations and Repairs	6
11. Rules/Regulations/Statutory Ordinances	6
12. Access Key	7
13. Default	7
14. Termination	7
15. Consequences of Default/Termination	8
16. Licensors Right to Move Vessel/Trailer/Equipment	11
17. No Sale or Auction by Licensee	11
18. Commercial Vessels	11
19. Emergency	11
20. Miscellaneous	12
21. GST	13
22. Guarantee/Indemnity	13
 Marina Rules	 15
A. General	15
B. Environmental	16
C. Marina Berths	16
D. Dry Storage	17

Storage Licence First Schedule Attached Here.

17th of September 2026

Version update by B Wilson

SUPERSEDES ALL PREVIOUS VERSIONS

SECOND SCHEDULE

TERMS AND CONDITIONS

1. Definitions

- 1.1 In this Agreement:
- (a) **"Agreement"** means this agreement and each of its schedules;
 - (b) **"First Schedule"** means the first schedule at the front of this Agreement;
 - (c) **"Marina"** means the Runaway Bay Marina and/or Hope Harbour Marina site including its commercial areas, factories, driveways, carparking areas, berths, waterways, facilities and equipment owned by the Licensor; and
 - (d) **"Vessel"** has the meaning set out in the First Schedule and includes (where the context permits) any trailer or other equipment associated with the Vessel.

2. Licence

- 2.1 The Licensor hereby grants an exclusive licence to the Licensee during the licence period shown in the First Schedule (**"Licence Period"**) to use:
- (a) the berth for the mooring of the Vessel as determined by the Licensor from time to time and notified to the Licensee (**"Berth"**); and/ or
 - (b) the storage space for the storage of the Vessel as determined by the Licensor from time to time and notified to the Licensee (**"Dry Storage Space"**)
- whichever is the case as set out in the First Schedule (together the **"Licensed Area"**) at the Marina.
- 2.2 The Licensed Area shall be used for the Licensee's personal use only for the purpose set out in clause 2.1 and shall not be used for any other purpose without the Licensor's consent.
- 2.3 The Licensor may, in its absolute discretion, direct the Licensee to use a different area as the Licensed Area upon the giving of seven (7) days written notice to the Licensee. If the Licensee fails to move the Vessel within seven (7) days of the notice, then the Licensor shall be entitled to exercise its rights pursuant to clause 16.

3. Licence Fee

- 3.1 During the Licence Period, the Licensee shall pay to the Licensor in advance the licence fee specified in and in the manner set out in the First Schedule (**"Licence Fee"**). The first payment is due on signing of this Agreement unless stated otherwise in the First Schedule.
- 3.2 In the event of the Licence Period commencing on a day other than the first day of a month or expiring on a day other than the last day of a month the Licensee must pay to the Licensor in respect of the broken periods prior to the first complete month of the Licence Period and subsequent to the last complete month on the first day of each of such broken periods a proportionate part

of the monthly instalments payable on account of the Licence Fee.

- 3.3 If this Licence is determined at any time other than at the end of the Licence Period, the Licence Fee payable by the Licensee to the Licensor in respect of that portion of the Licence Period to the determination of the Licence must be a proportionate part of the Licence Fee in respect of that portion of the Licence Period.
- 3.4 The Licensor shall have the right to vary the Licence Fee payable for any licence period after the initial Licence Period upon giving to the Licensee reasonable written notice prior to the commencement of the new licence period.
- 3.5 In the event the Licence Fee is varied it shall be payable on or before the first day of the new licence period.

4. Additional Charges and Fees

- 4.1 In addition to the Licence Fee, the Licensee shall pay all additional charges and fees set out in clause 4.2.
- 4.2 (“**Additional Charges**”) to the Licensor within seven (7) days of written demand by the Licensor.
- 4.2 The Additional Charges shall include:
 - (a) charges for electricity, water and other services separately metered to the Licensed Area;
 - (b) any future taxes, rates, charges, assessments, or other outgoings imposed by any competent authority relating to the Licensed Area whether:
 - (i) assessed against the Licensor or directly against the Licensee; or
 - (ii) assessed, charged or imposed in respect of the Licence Area or the Marina; and
- 4.3 The Licensee must also from time to time pay the Administration Fee specified in the First Schedule within fourteen days (14) of the date of such notice from the Licensor.

5. Security deposit

- 5.1 The Licensee must pay the Licensor on signing this Agreement or as otherwise stated in the First Schedule the Security Deposit specified in the First Schedule as security for the due and punctual observance and performance of all the terms and obligations on the Licensee’s part contained in this Agreement.
- 5.2 If at any time the Licensee is in default of this Agreement, the Licensor may, in its absolute discretion, at any time apply so much of or the whole of the Security Deposit as may be necessary in the opinion of the Licensor to compensate the Licensor for loss or damage sustained or suffered by the Licensor by reason of such default by the Licensee.
- 5.3 At the expiration of the Licence Period and provided always that all monies owing under this Agreement to the Licensor have been fully paid by the Licensee, the Licensor shall refund the Security Deposit to the Licensee.

6. Parting with Possession of Licensed Area

- 6.1 The Licensee shall not sub-let or otherwise part with possession of the Licensed Area nor assign the Licensee's rights under this Agreement without the consent in writing of the Licensor.
- 6.2 Notwithstanding clause 6.1 the Licensee may permit its servants, agents and visitors access to the Licensed Area for purposes connected with and not inconsistent with this Agreement and the Licensee shall assume responsibility at all times for the acts or omissions of any servants, agents or visitors.

7. Insurance / Indemnity

- 7.1 The Licensee shall take out and maintain during the Licence Period adequate insurance for the Vessel, its contents and fittings including contamination , marine vessel salvage and a public risk insurance policy for an amount not less than \$10,000,000 for a single event with a reputable insurer. The Licensor shall be entitled to determine what is adequate insurance.
- 7.2 The Licensee must produce evidence of such insurance to the Licensor prior to taking possession of the Licensed Area.
- 7.3 The Licensee indemnifies and holds harmless the Licensor, its related companies, servants, agents and employees from and against all claims, suits, demands, costs and expenses which the Licensor or its related companies, servants, agents and employees may incur by reason of:-
 - (a) use of the Licensed Area, the Marina, the Marina appurtenances, or the Vessel by the Licensee or the Licensee's servants, agents, employees and invitees;
 - (b) any act or omission of the Licensee or the Licensee's servants, agents, employees and invitees;
 - (c) the exercise of the powers by the Licensor pursuant to this Agreement and in particular, but without limitation, clauses 15 and 16; or
 - (d) a breach by the Licensee of this Agreement.

8. Risk

- 8.1 The Licensee acknowledges and agrees that the Licensor does not warrant the suitability or safety of the Licensed Area or the Marina or the adequacy of the electrical installation or other services to the Licensed Area or the continuity of the supply thereof.
- 8.2 The Licensee acknowledges and agrees that the use and storage of the Vessel at the Marina is at the sole risk of the Licensee.
- 8.3 The Licensee confirms it has inspected the Marina and the Licensed Area and accepts their condition, state of repair and adequacy for its purposes.
- 8.4 The Licensee releases the Licensor, its related companies, servants, agents and employees from all liability to the Licensee or any person for any loss, claim, damage, deterioration or expense caused to the Vessel however caused including but not limited to

storage, movement or removal of the Vessel inside or outside of the Marina, or sale of the Vessel, in a manner authorised or permitted by this Agreement.

9. Damage to Marina and Appurtenances

9.1 The Licensee must:-

- (a) immediately notify the Licensor of any loss or damage caused to the Marina or its appurtenances by any act or omission of the Licensee, its servants, agents, employees and invitees; and
- (b) repair all such damage at the Licensee's cost.

9.2 The Licensor may itself repair any damage referred to in Clause 9.1 hereof and recover the cost thereof from the Licensee as a liquidated sum.

9.3 Notwithstanding anything contained in this Agreement or any implication or rule of law to the contrary, the Licensor is not liable for any damage or loss the Licensee may suffer by reason of the neglect or omission of the Licensor to do any act or thing to or in respect of the Licensed Area or the Marina which (as between the Licensor and the Licensee) the Licensor might be legally liable to do unless the Licensee has given notice to the Licensor in writing of such neglect or omission and the Licensor has, without reasonable cause, failed within a reasonable time thereafter to take proper steps to rectify such neglect or omission.

10. Alterations and Repairs

10.1 The Licensee shall not make any alterations, additions (including but not limited to bolts or screws) or repairs to the Licensed Area without the written consent of the Licensor except for mooring ropes.

10.2 The Licensee will at all times keep the Licensed Area and the walkways around the Licensed Area free from all obstructions, gear and materials and will not carry out or permit to be carried out any external repairs or maintenance of the Vessel within the Marina without the express written permission of the Licensor.

10.3 The Licensee shall not engage any tradesperson to carry out work on the Vessel at the Marina unless the tradesperson holds a current service providers access licence from the Licensor.

11. Rules / Regulations / Statutory Ordinances

11.1 The Licensor may from time to time make rules in its absolute discretion for the regulation of the Marina ("**Rules**"). The Licensor reserves the right to amend or cancel the Rules or any of them in its absolute discretion as necessary for the proper management, safety and care of the Marina.

11.2 The Licensee shall comply with the Rules and all statutory regulations, ordinances and by-laws relating to the use of the Marina and the Licensed Area ("**Regulations**") and any reasonable directions by or requirements of the Licensor, its servants, agents and employees in respect thereof.

11.3 The Licensee shall ensure that the Licensee's servants, agents, employees and invitees comply with this clause in a like manner.

11.4 The Licenser will publish a copy of the Rules in the Marina office and it shall be the obligation of the Licensee to inform itself of any alteration made to the Rules and Regulations.

12. Access Key

12.1 The Licenser shall upon payment of the initial Licence Fee (and Security Deposit) provide the Licensee with a key (or other access device) to access the Berth and/ or Marina for use in accordance with this Agreement during the Licence Period.

12.2 The Licensee shall not part with possession of the key without the Licenser's consent.

12.3 In the event the Licensee loses the key the Licensee shall be liable for and shall reimburse the Licenser for the costs of replacing the key and securing the Marina in an appropriate fashion by reason of such loss.

12.4 The Licensee shall ensure that at all times the entrances and gates of the Marina are properly closed after being used.

12.5 The key shall remain the property of the Licenser.

13. Default

13.1 The Licensee will be in default under this Agreement if:-

- (a) the License Fee or any part of it remains unpaid for seven (7) days after the due date for payment whether or not demand has been made;
- (b) any other monies owing to the Licenser by the Licensee under this Agreement remain unpaid for seven (7) days after demand for payment has been made;
- (c) the Licensee fails to observe any other covenant or condition of this Agreement or breaches any of the Rules or Regulations;
- (d) the Licensee fails or refuses to observe or comply with any lawful direction by the Licenser under this Agreement within a reasonable time;
- (e) the Licensee abandons the Vessel; or
- (f) the Licensee commits an act of bankruptcy or is wound up or dissolved or enters a scheme of arrangement with creditors or is placed under administration or a receiver/manager appointed to its property.

14. Termination

14.1 If this Agreement is for a fixed Licence Period (as specified in the First Schedule), it shall (subject to clause 14.2) terminate on the last date of the Licence Period unless sooner terminated pursuant to this Agreement.

14.2 If a fixed Licence Period expires and the Licensee continues to occupy the Licensed Area with the Licenser's permission then the Licensee shall continue to occupy the Licensed Area on a monthly Periodic Licence provided that:-

- (a) there is no unremedied default under this Agreement; and
 - (b) neither party has been provided with notice from the other party to terminate this Agreement.
- 14.3 If this Agreement is a Periodic Licence (as specified in the First Schedule or in accordance with clause 14.2 above), it may be terminated by either party by written notice to the other effective at the expiry of the following notice periods:
- (a) for a daily Periodic Licence and weekly Periodic Licence at least twenty-four (24) hours notice;
 - (b) for a monthly Periodic Licence at least fourteen (14) days notice; and
 - (c) for a quarterly or annual Periodic Licence at least one (1) months' notice.
- 14.4 Notwithstanding any other provision of this Agreement, if the Licensee is in default under this Agreement the Licensor may terminate this Agreement by notice in writing to the Licensee effective forthwith upon service of the notice upon the Licensee.
- 14.5 Upon expiry or earlier termination of this Agreement the Licensee shall forthwith:-
- (a) pay all monies owing to the Licensor under this Agreement;
 - (b) subject to payment of all monies owing under this Agreement, remove the Vessel from the Marina;
 - (c) return all access keys to the Licensor;
 - (d) not enter the Marina without the consent of the Licensor except for the proper purposes set out in a, b and c of this clause; and
 - (e) pay to the Licensor a pro-rated Licence Fee for any unpaid period the Vessel remains in the Marina after the Licence Period.
- 14.6 In the event the Licensee fails or refuses to pay all monies owing to the Licensor and/ or remove the Vessel from the Marina as set out in clause 14.5 within seven (7) days after expiry or termination of this Agreement, the Licensor may:-
- (a) remove the Vessel from or within the Marina in its absolute discretion in any manner the Licensor deems fit; and/or
 - (b) exercise the powers referred to in clause 15.1.
- 14.7 Notwithstanding any other provision of this Agreement, the Licensor may terminate this Agreement by providing thirty (30) days written notice to the Licensee for any reason whatsoever at any time during the Licence Period and the Licensee shall have no claim against the Licensor in respect of such early termination.

15. Consequences of Default / Termination

- 15.1 If the Licensee is in default under this Agreement then without prejudice to any other right or remedy of the Licensor, the Licensor may do any or all of the following:
- (a) move the Vessel to an alternative storage area whether inside or outside of the Marina at the risk

- and cost at all times of the Licensee;
 - (b) take possession of the Licensed Area and allow the Licensed Area to be occupied by another vessel;
 - (c) refuse the Licensee and the Licensee's servants, agents, employees and invitees access to the Licensed Area and the Marina;
 - (d) take possession of and exercise a lien over the Vessel;
 - (e) prevent the removal of the Vessel from the Marina in pursuance of the lien until the default is remedied;
 - (f) apply for a judgement debt and an enforcement warrant for the seizure and sale of the Vessel;
 - (g) take any and all steps necessary to sell the Vessel by any means and apply the proceeds of such sale in the following manner:-
 - (i) firstly, in discharge of any registered encumbrance over the Vessel;
 - (ii) secondly in payment of the proper costs, charges and expenses of and incidental to the sale;
 - (iii) thirdly in payment of all other monies owing by the Licensee to the Licensor under this Agreement; and
 - (iv) fourthly in payment of the balance (if any) to the Licensee;
 - (h) sue the Licensee for damages for breach of this Agreement; and/ or
 - (i) do or cause to be done any other acts and things which the Licensor considers expedient for the protection or enforcement of this Agreement or the recovery of rent or other monies payable.
- 15.2 The Licensee shall not be entitled to a refund of any License Fee or other charges paid or payable by reason of termination of this Agreement.
- 15.3 Following an event of default, the Licensee irrevocably and unconditionally appoints the Licensor as the Licensee's duly authorised and appointed attorney with power to do all acts and things and execute all documents which it may be obliged to do, or as may be necessary or expedient to give effect to any right or power conferred on the Licensor by this clause 15, by statute or otherwise.
- 15.4 Termination of this Agreement or the exercise of any rights set out in clause 15.1 shall not affect any rights which the Licensor may have against the Licensee now or in the future under this Agreement or otherwise.
- 15.5 The Licensee:
- (a) indemnifies the Licensor in respect of any loss, expense or liability suffered or incurred by any party (including the Licensor and the Licensee);
 - (b) must pay to the Licensor on demand all costs, charges and expenses incurred by the Licensor; and

- (c) waives any and all right to compensation or damages for losses or expenses suffered or incurred, or claimed to have been suffered or incurred,
- 15.6 in connection with, in relation to, or arising out of the Licensor or anyone on the Licensor's behalf enforcing, purportedly enforcing, or attempting to enforce, the Licensor's rights or claimed rights under this clause 15.
- 15.7 Interest on any overdue amount payable by the Licensee under this Agreement shall accrue daily from the date payment becomes due until the date of payment at the rate of 2% per calendar month, compounded monthly, after as well as before judgment.
- 15.8 The Licensor may, without further notice to the Licensee, refer any outstanding amount to a licensed debt collection agency or other recovery agent.
- 15.9 The Licensee must reimburse the Licensor for all reasonable recovery and enforcement costs and expenses actually incurred as a result of the default, to the maximum extent permitted by law. This does not include debt collection costs or expenses prohibited by section 27(1) of the Debt Collectors (Field Agents and Collection Agents) Act 2014 (Qld). Where section 27(2) applies, reasonable costs and expenses of a debt collector incurred in repossessing goods or chattels are recoverable.
- 15.10 If an outstanding amount or enforcement matter is referred to the Licensor's solicitors, the Licensee indemnifies the Licensor for all reasonable legal costs and disbursements incurred on a solicitor-client basis, to the extent legally recoverable.

16. Licensors Right to Move Vessel / Trailer/ Equipment

- 16.1 Notwithstanding that there has been no default by the Licensee, or that this Agreement has not been terminated, the Licensor shall have the right to move the Vessel at any time whether inside or outside of the Marina if deemed necessary and expedient by the Licensor in its absolute discretion.
- 16.2 While all care will be taken during any such movement or removal neither the Licensor nor any of its employees, agents or servants shall be responsible or liable at the suit of the Licensee for any loss or damage which results from any such movement or removal. The Licensor will as soon as practicable notify the Licensee where the Vessel is moored or stored.

17. No Sale or Auction by Licensee

- 17.1 The Licensee, any person authorised by the Licensee to be on the Marina, its related companies (if a company), servants or agents must not hold or permit to be held any sale by private treaty, auction or otherwise in or about the Marina without the consent in writing of the Licensor first had and obtained. The Licensee must satisfy the Licensor that such sale will not disturb or affect or impede the use of the Marina. The Licensee must comply with any conditions that the Licensor imposes as a condition of its consent.

18. Commercial Vessels

- 18.1 The Licensee, any person authorised by the Licensee to be on the Marina, its related companies (if a company), servants or agents must not hold or permit the operating of a commercial Vessel in or about the Marina without the consent in writing of the Licensor first had and obtained (which consent may be on such terms and conditions as the Licensor imposes and may be revoked at any time). The Licensee must satisfy the Licensor that the operation of such Vessel will not disturb or affect or impede the use of the Marina and the Licensee shall at the Licensor's absolute discretion pay a fee to the Licensor for the commercial use of the Vessel in or about the Marina.

19. Emergency

- 19.1 Where in the opinion of the Licensor an emergency arises or exists, the Licensor shall be entitled, without having any obligation to do so and without in any respect incurring any liability, to enter upon the Licensed Area

and remove any vessel moored therein and to take it to another place or moor or anchor such vessel. The Licensor will, as soon as practical, notify the Licensee in writing of the place where the vessel is moored or anchored.

20. Miscellaneous

- 20.1 Notwithstanding anything contained in this Agreement, the Licensor is not a warehouseman or bailee of the Vessel and shall not be deemed to be in possession thereof.
- 20.2 The Licensee hereby charges in favour of the Licensor all of its estate and interest in any real or personal property that the Licensee owns at present and in the future with the due performance of its obligations and covenants under this Agreement.
- 20.3 Notices:
- (a) given to a party shall be in writing and given personally or sent by post to the address of the party as specified in the First Schedule or such other address as is notified in writing from time to time, or be sent by email and shall be deemed to have been received by the addressee upon transmission; and
 - (b) sent by post shall be deemed to have been received on the fifth day after posting.
- 20.4 The Licensee warrants that:-
- (a) the Licensee is the sole owner of the Vessel;
 - (b) if the Licensee is not the owner of the Vessel, the Licensee is duly authorised on behalf of the owner/s to enter into this Agreement (and has provided such written authorisation to the Licensor);
 - (c) all approvals and consents as may be required for the entry by the Licensee into this Agreement have been obtained; and
 - (d) all information given by the Licensee to the Licensor is true and correct.
- 20.5 This Agreement shall be governed by and construed according to the law of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland.
- 20.6 In the event the Licensee is more than one person each of them shall be jointly and severally liable for the obligations of the Licensee under this Agreement.
- 20.7 The parties shall bear their own costs of the preparation and execution of this Agreement and the Licensee shall pay all stamp duty (and other taxes or duties) payable hereon.
- 20.8 If the consent or approval of the Licensor is required to any act or omission under this Agreement such consent or approval may be refused in the Licensor's absolute discretion or granted on such conditions as the Licensor determines.

21. GST

- 21.1 In this clause, words defined in the GST Act have the same meaning in this clause, "GST" has the meaning given in the in the GST Act and "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999.
- 21.2 All amounts payable to a party under or pursuant to this Agreement are exclusive of GST unless specifically stated to be inclusive of GST.
- 21.3 If any supply made under this Agreement is a taxable supply:
 - (a) the recipient of the supply must in addition to and at the same time as it is required to pay or provide the consideration for that taxable supply must also pay an amount equal to the GST payable by the supplier on that supply; and
- 21.4 the recipient is not required to pay that additional amount until it has been given a tax invoice for the supply.

22. Guarantee / Indemnity

- 22.1 In consideration of the Licensor agreeing to enter into this Agreement, the guarantor as set out in this Agreement ("Guarantor") irrevocably and unconditionally guarantees to the Licensor the due and punctual performance of all the obligations and covenants of the Licensee under this Agreement and indemnifies the Licensor from all claims, losses and demands arising from a breach of this Agreement by the Licensee.
- 22.2 The Guarantor acknowledges and agrees that this is a continuing guarantee for the performance of all obligations and covenants of the Licensee under this Agreement (including any extension or variation thereto with or without notice to the Guarantor) and continues whether or not the Agreement has expired or terminates for any reason.
- 22.3 The Guarantor hereby charges in favour of the Licensor all of its estate and interest in any real or personal property that the Guarantor owns at present and in the future with the due performance of its obligations hereunder.

SIGNED SEALED AND DELIVERED by ("Guarantor")

in the presence of:

Witness

Date

Name of Witness (block letters)

.....

SIGNED SEALED AND DELIVERED by ("Guarantor")

in the presence of:

Witness

Date

Name of Witness (block letters)

MARINA RULES

These Rules were adopted on 1st March 2021 by Maggiore Pty Ltd and Torallo NSW Pty Ltd for the purpose of regulating the use of Runaway Bay Marina and Hope Harbour Marina by all visitors to these sites. This includes but shall not be limited to storage licensees, vessel operators, service providers and guests. Terms used in these Regulations have the same meanings as when used in the Storage License Agreement between Maggiore Pty Ltd, Torallo NSW Pty Ltd and Storage Licensees. These rules form part of the Storage License Agreement.

Failure to comply with the rules and regulations and the terms and conditions of the second schedule, may result in termination of the Storage License Agreement and vessels being required to vacate Runaway Bay Marina and/or Hope Harbour Marina.

A. GENERAL

1. A marina storage licence may only be issued after an application form has been properly completed.
2. Storage licences are not transferable, in the event that a vessel is sold to another party the storage licence is terminated and a new licence will be required if the vessel is to remain at the marina.
3. Vessels must be fully insured, registered, seaworthy and operational before entering and at all times whilst at the marina.
4. Vessel storage locations will be allocated by the marina and may be changed at the discretion of the marina when required.
5. Living aboard vessels for more than 2 consecutive nights in any 7 day period is not permitted except where prior written authorisation has been obtained from marina management
6. All contractors or tradesmen working on vessels at the marina must hold a current Service Provider's Access Licence. It is the responsibility of vessel owners and/or operators to confirm this before engaging people to work on their vessels.
7. Vessels must not be removed from the marina if arrears of rental are owed to Maggiore Pty Ltd or Torallo NSW Pty Ltd.
8. Licensee's, their agents or guests must not do anything which may become a nuisance or cause damage to the marina or the property of anyone at the marina.
9. Any damage to property, accidents, injuries or incidents must be reported to the marina office as soon as practicable.
10. Where there is damage to marina property The marina reserves the right to repair any damage and charge the cost of repairs to the Licensee.
11. Storage of goods that are noxious, flammable, explosive, perishable, encourage vermin or are likely to cause risk to the property of any person is prohibited.

B. ENVIRONMENTAL

Runaway Bay Marina and Hope Harbour Marina care about the environment, and requires all visitors and users of the facility to be aware of their environmental responsibilities.

1. Only minor works e.g. cleaning and motor servicing can be performed in the storage area or car parking area by owners, contractors or guests. All other works must be carried out in a shipyard (charges apply).
2. **Transferring of fuel by containers to fuel tanks within the marina complex is strictly forbidden.**
3. All pets on the site must be kept on a leash and under the full control of the owner; owners are responsible to immediately clean up any wastes. Live aboard pets are not permitted.
4. Swimming, diving, or fishing within marina is prohibited.
5. **No waste of any kind may be discharged into the marina waters;**
 - a. Toilets on vessels are not to be used unless connected to a holding tank which cannot be discharged into the marina.
 - b. Draining of bilges using automatic pumps or other methods is not permitted unless bilge water is first passed through an oil filtration device or other control measure to ensure no pollution, odour or sheen passes to marina waters.
 - c. Wastes may only be disposed of onsite using the appropriate facility. Disposal of waste in any other way will incur fees and charges.
6. Oil absorbent materials are to be placed in the bilges of all vessels stored on the marina.
7. In water cleaning of hulls below the waterline is prohibited.
8. Cleaning of fish on any part of the marina is prohibited.
9. Feeding of fish or birds within the marina is prohibited.
10. When cleaning vessels, current local water restrictions are to be respected and only safe biodegradable materials may be used.
11. All taps must be turned off when not in use, hoses should be removed and stowed on board vessels. Please report any drips or leaks to the marina office immediately. Fire hoses must never be used for any other purpose than to extinguish a fire.

C. MARINA BERTHS

1. Nothing may be stored on the walkways and pontoons of the floating marina at any time. Dinghies must be stored on board vessels.
2. All vessels are be subject to the direction of marina management and shall be berthed only where

ordered and positioned as directed. The storage area will be assigned by marina management and no changes shall be made without permission from marina management.

3. A maximum speed limit of 4 knots is to be observed in marina waters. When entering or leaving the marina, observe Maritime Law - always keep to the right. Sailing within the marina is prohibited except in emergencies.
4. With exception of mooring lines attached to existing strong points nothing may be fixed to the marina structures.
5. No part of vessels may be allowed to overhang the walkways. (This includes anchors, bowsprits and dinghies).
6. It is the responsibility of licensees to keep their vessels in such condition that they do not become unsightly or dilapidated or reflect unfavourably on the appearance standards of the marina facility.
7. Display of advertising signage on vessels is prohibited, except where written authorisation has been obtained from marina management.
8. The licensee shall be responsible for the conduct of guests and invitees (including tradesmen). Noise should be kept to a minimum at all times. The licensee shall have regard for others when operating radios and musical apparatus so as not to create a nuisance. Parties are not permitted.
9. Bicycles, skateboards or scooters are not to be used on any part of the marina.
10. Power connection is available to each marina berth. Vessels may only connect to the supply for the designated storage location using a minimum 15 amp rated lead and plugs, which have been appropriately tagged and tested by an approved tester. Leads which do not comply are liable to be disconnected and disabled. Leads must be of correct length; excess lead should not be kept coiled whilst live and must never be allowed to obstruct walkways.
11. Mooring lines and fenders must be provided by the licensee, lines must be of adequate strength and protected from chafing through. 4 lines (bow, stern, fore and after springs) of 12 mm diameter are considered the minimum that should be employed.

D. DRY STORAGE RUNAWAY BAY MARINA

1. Standard operating hours for the forklift service are 0830 to 1000; 1030 to 1200; 1300 to 1700 7 days per week, except for Christmas Day. One hours' notice is required during these periods to launch a vessel.

2. Customers requiring their vessel outside operating hours should inform the marina office in good time, so that the vessel can be launched and tied alongside if space permits.
3. Please do not approach the forklift driver. Launch requests must be made via the marina office.
4. Vehicles are not to be parked in the dry storage area at any time, loading and unloading of vessels is only permitted via the loading jetty.
5. The loading zone adjacent to the dry storage jetty walkway is not to be used for parking. Vehicles left unattended are liable to be towed without warning.
6. Vessels must have a bow and stern line of adequate length (approx. 3m) permanently attached.
7. When returning to the marina, vessels must only be tied up on the forklift loading jetty unless otherwise designated by marina management. Vessels should be tied with the stern nearest to the lifting area.
8. Before the vessel can be removed from the water, the operator is responsible to ensure;
 - a. The motor or leg is left in the down position.
 - b. Trim tabs have been raised.
 - c. Auxiliary motors have been removed.
 - d. Fuel tanks have not been overfilled and fuel supply is isolated or disconnected.
 - e. Batteries are disconnected or isolated.
 - f. Biminis & Antennae have been lowered.
 - g. Covers are in place.
9. The Boat may not be tied up at a wet berth unless prior arrangements have been made with marina management, fees will apply.
10. On first arrival the vessel owner or operator is responsible to advise the forklift operator of the location of all bungs.
11. The licensee is responsible to ensure that bungs are easily accessible and maintained in serviceable condition.
12. Customers who wish to wash their vessel or flush the engine should inform the forklift operator so that the vessel can be placed on a lower rack, prior to returning to its normal storage location.
13. Charging of batteries whilst the vessel is unattended in the dry storage area is not permitted.
14. Bottled gas must not be stored on board vessels in dry storage.

Tasman **marinas**



RUNAWAY BAY
— MARINA —

www.runawaybaymarina.com.au

(07) 5577 1400 | info@runawaybaymarina.com.au

247 Bayview Street, Runaway Bay Marina, QLD 4216

All correspondence: PO Box 121 Runaway Bay, QLD 4216

ABN 26 058 841 544



hopeharbour
marina

www.hopeharbourmarina.com.au

(07) 5530 1333 | admin@hopeharbourmarina.com.au

9 John Lund Drive Hope Island, QLD 4212

All correspondence: PO Box 121 Runaway Bay, QLD 4216

ABN 30 118 266 169