

EAST COAST MARINA RULES AND REGULATIONS

The Rules and Regulations listed hereunder have been designed to ensure safety and boating pleasure for Marina patrons and friends. These Rules and Regulations also apply to people in boats visiting the Marina and berthed in the Visitors Berthing area or casual users of the Marina area.

1. USE OF LICENSED PREMISES AND MARINA FACILITIES - The Licensee shall use the Licensed Premises and Marina Facility only for the purposes of berthing/storing/mooring/docking the Craft for his own personal use and shall not conduct or carry on upon the Licensed Premises or the Marina any form of Commercial activity without prior written consent by the Marina Manager, including but not limited to boat building, boat repairs, charter cruises, ship broking, soliciting or any other form of activity for profit nor shall the Licensee place any signs or advertisements upon the Craft.

2. INSURANCE - The Licensee shall effect and maintain adequate insurance for the Craft its contents and fittings, third party property and public liability and the Licensee acknowledges that the Licensor shall not be liable for any loss or damage however occurring to the Craft which shall be at the Licensee's risk alone.

3. DAMAGE TO LICENSED PREMISES OR MARINA - The licensee shall indemnify and keep indemnified the Licensor against injury or damage sustained by the Licensor or any person upon or near the Licensed Premises or the Marina caused by any act omission neglect or default of the Licensee his servants, agents and invitees.

4. SUBSTITUTION OF BOAT - In the event of the Licensee desiring to substitute another for the Craft he shall first notify the Licensor in writing. If the Licensor accepts such proposed substitution the Licensee agrees to execute a further Licence Agreement upon similar terms and conditions as the first executed Licence Agreement.

5. ACCESS - The Licensor shall allow the Licensee access to the Marina and Licensed Premises in accordance with the Rules and Regulations and the operation of the Particular services.

6. DELIVERY OF GOODS - A licensee will use and permit to be used for the receipt delivery or other movement of goods only such area of the Marina and at such times as the Manager of the Marina may from time to time permit.

7. SEAWORTHY CONDITION OF CRAFT - Only craft in seaworthy condition and under their own power, will be admitted to the Marina. All craft must be insured, registered, identified, marked, equipped and maintained as required by law and practice.

8. STORAGE AND MOORING SPACE - When a craft enters the Marina, it immediately comes under the jurisdiction of the Marina and shall be berthed only where ordered and manoeuvred as directed. Wet pens/dry storage space will be assigned by the Manager, or his duly authorised representative and no change will be made without his permission. The Manager or his representative, may cancel the Agreement and order any craft to vacate the space said craft is occupying for the violation of any law pertaining to Marina operations or any Marina Rule or Regulation.

9. REASSIGNING OF BERTHS - Notwithstanding the berth assigned in the Marina License Agreement, the Marina Manager in his absolute discretion may reassign any berth in accordance with good Marina operating practice and procedure.

10. MOVEMENT OF CRAFT - In the event that an emergency may, in the opinion of the Marina, exist, the Marina may remove a boat from one mooring facility to another at the Licensee's risk. The Licensee will, when required by the Marina, or in the event of any emergency, move his boat immediately in accordance with the direction of the Marina. The Marina may at any time move a boat at the Licensee's expense and risk when the boat is unattended and when such move is required by the Marina.

11. VACATING OF MOORING OR STORAGE AREA - All licensees must notify the Marina when leaving for more than 72 hours. The Marina reserves the right to use the Licensed area provided under the Marina Licence Agreement for the Period when vacant.

12. OUTSIDE LABOUR - For the sake of security of the Marina and the Craft berthed therein it is desired that owners use the service facilities already at the Marina. Should the Licensee require some or any work to be carried out on his craft then the Licensee agrees that he will not engage the services of his employee or contractor without:

- (i) accompanying such employee and/or contractor.
- (ii) advising the Licensor of the name of such employee and/or contractor:
- (iii) obtaining the Licensor's consent to such employee or contractor entering upon the Marina Property. Such consent shall not be withheld provided:
 - (a) The Licensee presents to the Licensor valid Certificates evidencing that the proposed employee and/or contractor entering upon the Marina property is covered by all insurance policies that are required by law and the Licensor and peculiar to the marine industry, and
 - (b) agrees to abide by all the provisions contained in the Agreement together with the rules and regulations, and
 - (c) that the employee and/or contractor undertakes not to use any of the Marina's tools and/or equipment without the consent of the Licensor, and
 - (d) that the employee and/or contractor undertakes to and in fact pays

for the use of any electricity or other utility that may be used by such employee and/or contractor.

(e) The employee / contractor complying with all statutory enactments including the "Environmental Protection Act 1994" as amended.

13. BOATS FOR SALE - The Licensee during the currency of this Agreement shall not sell or attempt to advertise the Craft without the consent of the Licensor first obtained. Such consent will not be withheld provided that:

- (i) **For sale signs are not displayed on the Craft whilst in the marina area:**
- (ii) no reference to East Coast Marina appears in any photograph or advertisement being used to sell the Craft:
- (iii) any person wishing to view the craft in the Licensed area or on the Marina is accompanied by the Licensee:
- (iv) brokers or salesmen engaged by the Licensee must comply with Rules 12(i), 12(ii), 12(iii)(a), 12(iii)(b), 12(iii)(c), 12(iii)(d) of these rules and regulations.

14. CHILDREN - Young children must be accompanied by adults at all times and must wear life jackets when in small boats or near water.

15. MOORING LINES - It shall be the owner's responsibility to supply and fit suitable mooring lines and to maintain them in good order and condition. The tying up or fastening vessels to marina power or water pedestals and pipes is not permitted.

16. ELECTRICAL LEADS - It shall be the owner's responsibility to ensure all electrical leads comply with relevant conditions contained in AS/NZS.3004 1:2008 i.e. Electrical Leads shall contain no joints and have a current rating of not less than 15amps. Connection to marina power will be as per Appendix A or Appendix B as appropriate, of AS/NZS .3004 1:2008 Part 1.

17. TIDINESS OF LICENSED AREA - It shall be the responsibility of owners to keep the licensed area in an orderly and clean condition. Piers and walkways must be kept clear of all gear including dinghies or skiffs. No gear is to be stored on the floor or racks in the Dry Storage area.

18. GENERAL CONDITION OF CRAFT - It shall be the responsibility of Owners to keep their Craft in such condition that they do not become unsightly or dilapidated or reflect unfavourably on the appearance standards of the Marina facility. Decks of all Craft shall be kept free and clear of debris, trash or unsightly material at all times.

19. LIVING ON BOARD - Living on board when berthed at the Marina is prohibited without prior written consent by the Marina Manager.

20. CONDUCT - Disorderly conduct by an Owner or his guests shall be cause for cancellation of Licence Agreement.

21. NOISE - Noise should be kept to a minimum at all times. Owners shall use discretion in operating radios and musical instruments and shall fasten all loose rigging so as not to create a nuisance.

22. GARBAGE - Refuse, garbage and plastic bags are not to be thrown overboard but should be placed in the recycling bins or waste containers provided. Toilets, Oil, Spirits, inflammables and oily bilges must not be discharged into Marina waters.

23. SWIMMING - Swimming, Diving or Fishing within Marina is prohibited.

24. LAUNDRY - Laundry of any type or any item of a personal nature shall not be hung to dry out, or air, in public view aboard any vessel or on any pier.

25. SPEED LIMIT - A speed limit of a maximum of 4 knots is to be observed within, departing from, and when approaching the entrance to the Marina area. When entering or leaving the Marina, observe standard marine operating procedures.

26. PETS - No dogs or other animals will be permitted inside the Marina area without prior written consent by the Marina Manager.

27. TROLLEYS - Only trolleys or other carrying devices authorised by the Manager shall be taken onto the Marina.

28. MAJOR REPAIRS - Painting or re-fitting of craft is permitted only in designated Marina slipping and hard stand areas.

29. MINOR REPAIRS - Work on craft in wet pens requiring minor repairs, internal painting, mechanical adjustments and electrical work is permitted. Rack stored vessels must be moved to "work racks".

30. OWNERS of Craft will comply with and obey all statutory Rules and Regulations relating to the navigation, maintenance, registration and the like relating to vessels generally including "Harbour Rules and Regulations" as amended from time to time.

31. ANTIFOULING devices such as the 'Seapen' are not permitted within the Marina area without prior written consent by the Marina Manager.

32. REFUELLING VESSELS - The refuelling of vessels by means of portable containers is prohibited within the marina. Appropriate facilities are available within Manly Boat Harbour.

33. MANAGER - Management of East Coast Marina is to be carried out by ECM (Aust) Pty Ltd ACN 010 153 947 which shall be responsible through its authorised employees, servants or agents for management and regulation of the Marina including the collection on behalf of the Licensor of all License fees.

34. EAST COAST MARINA reserves the right to delete, vary, amend, add to, the Rules and Regulations at any time. Any breach of these Rules and Regulations could be reason for cancellation of your right to use the Marina and its facilities.