

MARINA BERTH APPLICATION

BERTH OWNER CASUAL COMMERCIAL FISHING COMMERCIAL

VESSEL DETAILS

Name:

Make:

Mono / Multi

Power / Sail

Length Overall: _____ Beam: _____

Draft: _____

Weight: _____

Registration No: _____

Aust Registration: _____

Fuel Type: _____ Capacity: _____

Boat Licence #: _____

Insurance Company: _____

Policy No: _____

Expiry Date: _____

Value of Cover

\$ _____ \$ _____
Loss/Damage Public Liability

Please Note:

Berth Rental & Charges must be paid for in advance
By signing Marina Berth Application I/We authorise Mackay Marina Pty Ltd to charge the nominated account any fees due

Bankcard MasterCard Visa

Cardholder's Name: _____ Expiry Date:

Surname: _____

Given Names: _____

Postal Address: _____

Town/City: _____ State: _____

P/Code: _____

Country: _____

Home: _____

Business: _____

Mobile: _____

Facsimile: _____

Email: _____

EMERGENCY CONTACT

Contact Name: _____

Address: _____

Phone No: _____

I/we request that Mackay Marina Pty. Ltd. allocate a berth on a temporary basis.

I/We acknowledge that the Marina is still incomplete and is a construction site.

I/We undertake to take all precautions to avoid any injury or damage to ourselves, our guest and our property for loss and/or damage.

I/We hereby indemnify Mackay Marina Pty. Ltd. and its contractors against any claims.

I/We confirm that our vessel is comprehensively insured and that our insurance policy for the vessel includes a public liability cover of a minimum \$10,000,000.00

I/We have been informed and understand the Marina Rules and I/We state that I/We will comply with these rules to their full effect.

I/We acknowledge and accept that any overdue invoices will attract an interest charge at the rate of 15.7% per annum.

Signature: _____

MACKAY MARINA RULES

THE MACKAY MARINA - MARINA RULES AND REGULATIONS

The following Rules have been made to assist in the operation and management of the Marina, to preserve the safety of persons and vessels and to ensure that peaceful use and enjoyment of the Marina and its services and facilities is available to all who are entitled to those privileges. All persons who enter the Marina or moor a vessel in a berth are bound by these Rules and by their entry or mooring; they are deemed to be aware of these Rules. Changes may be made to these Rules by Mackay Marina Pty Ltd ("the Manager"), at any time.

AIR CONDITIONERS

No air conditioners or other plant and equipment which consume substantial amounts of electric power may be operated from the shore supply without the written approval of the Manager. Use of 3-phase power will be charged at Ergon Energy rates.

AUTHORITY OF MANAGER

The Manager has the authority to operate the Marina, administer these Rules and make decisions on all of the matters referred to herein. The decision of the Manager on all such matters or otherwise relating to vessels or persons within the Marina shall be final and binding.

BY-LAWS

Owners and/or occupiers of vessels will strictly observe and comply with any By-Laws or rules and regulations of the Mackay Port Authority in force from time to time.

CAR PARK AND TOILETS

Vehicles, which shall be at the risk of their owners or the owners or occupiers of vessels at all times, may be parked only in those places nominated by the Manager and the toilets, showers and washrooms shall be kept clean and tidy at all times.

COMMERCIAL ACTIVITY PROHIBITED

No commercial activities whatsoever may be carried on within the Marina or on or from any vessel moored in a berth, nor shall the commercial operations area be available for use, without the express written permission of the Manager.

ELECTRICITY – CIRCUIT BREAKERS

Owners and/or occupiers of vessels shall provide and maintain in good order and condition, cords for the transmission of electric power from the outlets to their vessels and shall also provide and at all times use appropriate earth leakage circuit breaker devices on each electrical circuit.

Where the operation of a vessel's plant and equipment involves a regular or continual high power use, the owner or occupier will pay the reasonable estimated cost of the power used, upon receipt of an invoice from the Manager.

EMERGENCY

In cases of emergency, the Manager may but is not obliged to remove a vessel from its berth and/or the Marina. In any such event, the Manager will notify the owner or occupier of the place to which a vessel is moved and the indemnity set out in these Rules shall apply to the removal.

ENVIRONMENTAL PROTECTION ACT

The provisions of the Environmental Protection Act, any Environmental Authority issued from time to time for the Marina or any other acts or regulations governing the operation of the Marina will be strictly observed at all times.

No toilet, which is not connected to a holding tank will be used or flushed while a vessel is in the Marina, nor will bilges, containing anything other than clean water, be pumped.

MACKAY MARINA RULES

All wastes and refuse of any kind will be disposed of ashore in the appropriate containers provided and under no circumstances shall any such substances or filth, litter or sewerage be allowed to enter the air or water of the Marina.

FAILURE OF SERVICES OR FACILITIES

The Manager does not warrant the adequacy of, nor will it be responsible for the failure or lack of adequacy of any services or facilities.

FIRE FIGHTING EQUIPMENT

Owners and/or occupiers of vessels shall provide fire-fighting facilities to the standard required by any competent regulatory authority.

FLAMMABLE SUBSTANCES

No materials of a dangerous, flammable or explosive nature are to be kept or stored on a vessel in breach of any statute, regulation or by-law governing the operation of the Marina.

FOR SALE SIGNS

No "For Sale" or similar sign will be exhibited on a vessel nor will it be offered for sale from or inspections by agents/brokers or potential purchasers carried out within the Marina, without the written approval of the Manager.

FUELLING PROHIBITED

The fuelling or re fuelling of any vessel or tender to a vessel in a berth or within the Marina is absolutely prohibited.

HUMAN HABITATION

No vessel may be used as a place for human habitation, permanent or otherwise, without the express written permission of the Manager. Upon permission being given by the manager to use a vessel as a place for human habitation, the owner and/or occupiers will pay the Live aboard Charges specified by the manager from time to time.

In no event will a vessel be used as a place for human habitation in breach of any by-law, rule or regulation of the Mackay Port Authority, or any other appropriate authority, in force from time to time.

INDEMNITY

Owners and/or occupiers of vessels acknowledge that the mooring and operation of vessels can cause danger and damage and in consideration of being permitted to use a berth and the services and facilities, owners and/or occupiers hereby indemnify the Manager against all claims, losses or damages which may be brought against or which the Manager may suffer as a result of the use of the berth, the Marina or any of the services or facilities and whether for death, personal injury, or loss, damage or theft of property and the owners/and or occupiers also release the Manger from all claims which they may be entitled to bring against the Manager.

LIVE ABOARD CHARGES

When a vessel is being used as a place for human habitation in terms of the Head Lease, the prescribed Live aboard Charges will be paid to the Proprietor on receipt of invoice.

The term "a place for human habitation" shall mean occupation of a vessel in a berth by a person or persons for the purpose of habitation.

MOORING LINES

Owners and/or occupiers shall provide lines of adequate size and of good condition for the mooring and securing of vessels.

MACKAY MARINA RULES

NO ALTERATIONS

No alterations whatsoever will be made to the berths or any of the services or facilities.

NO WASTE OF WATER

Water is not to be wasted and under no circumstances are taps or hoses to be left running during the washing or cleaning of vessels.

NOISE AND BEHAVIOUR

Noise of a level which causes a nuisance to other users of the Marina will not be permitted. This applies, but is not limited, to public address systems or other amplifiers, radios or similar equipment or plant and machinery. It shall be in the sole discretion of the Manager to decide if the level of any noise is causing or is likely to cause a nuisance.

Persons within the Marina are required to conduct themselves in an orderly fashion at all times and not cause a nuisance or offence to any other users of the Marina. Halyards and other fittings on sailing and other vessels are to be secured so that they cannot cause "slapping". Owners and/or occupiers of vessels are responsible for the behaviour of their crew, guests and customers and they shall also be responsible for the cost of any damages caused by those persons.

NOT TRANSFERABLE

The right to occupy a berth or use the Marina or the services or facilities is not transferable or assignable.

PETS

No animals or pets are permitted on any access bridge, ramp, walkway or pontoon within the Marina or on any land based part of the Mackay Marina complex.

PUBLIC LIABILITY INSURANCE

Owners and/or occupiers of vessels shall take out and at all times maintain Public Liability Insurance for a reasonable amount.

REPAIR OF DAMAGE

The cost of the repair of any damage to a berth, the Marina or any of the services or facilities and whether caused by negligence or otherwise, shall be paid by the owner and/or occupier of the vessel in question.

REPAIRS AND MAINTENANCE LIMITED

No external repairs and maintenance may be carried out. Internal repairs and maintenance which do not cause any noise, nuisance or inconvenience to users of the Marina may also be carried out with the prior express written approval of the Manager.

Under no circumstances will any work be permitted or allowed to be carried out which results in anything other than clean air or water being discharged or escaping from a vessel under any circumstances

RIGHT OF ENTRY

The Manager reserves the right of entry on to the Marina and berths at all reasonable or necessary times to view the condition and state of repair and for all other necessary purposes. The Manager also reserves the right to carry out all or any repairs or works which it considers to be necessary.

MACKAY MARINA RULES

RISK

All persons enter upon the Marina and use any of the berths, services and facilities, including the car park, esplanade and toilets at their own risk absolutely.

Owners or occupiers of vessels are absolutely responsible for their vessels and all items of plant, equipment or property (including motor vehicles in the car park) whatsoever on or associated with them. No claim whatsoever will lie against the Manager in respect of the loss, damage, theft or otherwise of any such vessel, plant, equipment or property or for the injury or death of any person.

SIGHT LINES

Under no circumstances shall the sight lines of any navigational or other marks within or about the Marina be obstructed in any way.

SIZE OF VESSELS AND PROPORTIONS

No vessel of dimensions beyond those approved by the Manager shall be moored in a berth and under no circumstances shall a vessel be moored so that its anchor, bowsprit, davits or any other protrusions extend on to or over any of the walkways, pontoons or fingers.

The Manager reserves the right to prohibit the operation of any vessel within or from the Marina.

UNLOADING SEAFOOD PROHIBITED

The unloading from any commercial fishing vessel, the receipt from or on to any vessel in a berth or otherwise by any person within the Marina of any seafood for wholesale, consignment or on forwarding is absolutely prohibited.

VESSELS TO BE KEPT CLEAN AND TIDY

Vessels moored in the Marina are to be kept in good order and repair and clean and tidy at all times. Nothing unsightly is to be hung out or otherwise left for drying on a vessel.

Dinghies and other items of equipment are not to be stored, placed or left on any walkway, pontoon, finger or other part of the Marina.

VESSELS TO BE REMOVED

Should it be necessary for any of the purposes associated with the operation, maintenance, administration or otherwise of the Marina, the owner or occupier will at the request of the Manager move or remove a vessel from its berth or the Marina, for such period of time as may be reasonably required.

VEHICULAR ACCESS TO ESPLANADE AND MEGA BERTHS

The Tenant of the Esplanade fronting the Mackay Marina (Port Binnli PTY LTD) by agreement with the Mackay Port Authority has established rules governing the order and conduct of the persons within the leased Area. In accordance with the lease of the Esplanade approval in writing of the Landlord (Mackay Port Authority) has been given thereto, the rules are displayed in a prominent position within the Leased Area at the Marina office.

To the extent reasonably possible, given the use of the Leased Area known as the "Esplanade" as a pedestrian walkway by the general public, the Tenant, at the cost and expense of Port Binnli PTY LTD as the Tenant, is responsible for the maintenance of order and good conduct by persons within the leased Area.

All Masters of vessels using the Mega berth facilities will be supplied with a copy of these rules on arrival and sign an acceptance of those rules.

It is a condition of use of the designated Mega berths that the use of the Leased Area known as the "Esplanade" is primarily a pedestrian walkway used by the general public. Mega berth users **MUST** exercise all care when manoeuvring vehicles into and out of the Mega berth jetties on to and along the Esplanade.

Vehicles may only be driven in reverse down the ramps to the jetty platforms at all times with absolutely no exceptions.

MACKAY MARINA RULES

Owners and/or occupiers of vessels acknowledge that the driving of vehicles along the Esplanade and down onto the mega berth jetties can cause danger and damage. In consideration of being permitted to use a mega berth, services and facilities, owners and/or occupiers hereby indemnify the "Tenant (Port Binnli Pty Ltd)", the "Landlord (Mackay Port Authority)" and the State of Queensland against all claims, losses or damages which may be brought against or which the "Tenant (Port Binnli Pty Ltd)", the "Landlord (Mackay Port Authority)" and the State of Queensland may suffer as a result of access or egress of the Esplanade ramp or jetty, the Marina or any of the services or facilities and whether for death, personal injury, or loss, damage or theft of property. The owners/and or occupiers also release the "Tenant (Port Binnli Pty Ltd)", the "Landlord (Mackay Port Authority)" and the State of Queensland from all claims which they may be entitled to bring against the "Tenant (Port Binnli Pty Ltd)", the "Landlord (Mackay Port Authority)" and the State of Queensland.

The "Tenant (Port Binnli Pty Ltd)", the "Landlord (Mackay Port Authority)" and the State of Queensland accept no responsibility or liability for any claims for death, damage or injury to any person or thing as a result of the use of and access to the Mega berth allocated to the user by Mackay Marina Pty Ltd absolutely.

All access to the esplanade and mega berths without exception must be authorized in accordance with the rules adopted by the Mackay Port Authority and Port Binnli Pty Ltd and cited as the Marina Precinct Rules: Commercial use of "Esplanade" in accordance with the provisions of lease for Lot 52 on SP 126417 (the "Lease") between the Mackay Port Authority and Port Binnli PTY LTD.