



MOORING LICENCE

LICENSOR/ MARINA (please tick relevant licensor/marina)	<input type="checkbox"/> Coffs Harbour International Marina Pty Ltd ACN 010 323 967 as trustee for The Coffs Harbour Unit Trust ABN: 41 327 064 978 Marina Drive, Coffs Harbour Phone: (02) 6651 4222 <i>Marina: Coffs Harbour International Marina</i>	<input type="checkbox"/> Tin Can Bay Marina Pty Ltd ABN: 78 010 475 813 Cnr of Oyster Pde & Emperor St Tin Can Bay Phone: (07) 5486 4299 <i>Marina: Tin Can Bay Marina</i>	<input type="checkbox"/> Pacific Harbour Marina Pty Ltd ABN: 16 010 895 520 Harbour Promenade Bribie Island Phone: (07) 3408 7827 <i>Marina: Pacific Harbour Marina</i>
LICENSEE	Name Address	Form of Proof of Identification
	Telephone:	Bus Private Mobile Fax Email: -	
VESSEL	Name & Type Measurement Registration No. Insurance Hull Material Propulsion Fuel Type Length Beam Draught Weight Copy of Certificate required and received: YES / NO Date received: Sail Outboard Inboard Other Petrol Diesel Other	
DRY BOAT STORAGE	Bay No: Date In: Date Out: Cradle Rack Our Trailer Owner's Trailer Rental Period: Months: Weeks: Days @ \$:		
HARDSTAND	Bay No: Date In: Date Out: Rental Period: Months: Weeks: Days @ \$:		
LAUNCH/ RETRIEVE	LOAD/UNLOAD Travelift Forklift Crane Boat Ramp Feet/Hours @ \$: Hull Cleaning & Environmental Levy Feet/Hours @ \$: Cradle Set Up Charge @ \$: Other Services		
OCCUPATION FEE(S) OR OTHER CHARGES	COMMENCING OCCUPATION FEE AMOUNT(S): \$ per Day / Week / Month / Quarter / 6 Month/Yearly payable by the Licensee to the Licensor in advance at the office of the Manager at the Marina or at above address of the Licensor or such other place as may from time to time be specified by the Licensor. No Refunds are given OTHER CHARGE(S): Live Aboard Charge(s): \$ subject to review as below (excluding the first day but extra charges per week/month and so on). Utility or other Charge(s): Excessive usage of electricity, water or other utilities or security deposit or key deposit (Key No: Deposit Paid \$) or other fees, charges or amounts (Other: \$:) (refer to accompanying Mooring Licence Terms & Conditions). REVIEW: The fees and/ or charges under this Licence (except to the extent amount(s) have already been received in advance) are subject to review at the Licensor's discretion from time to time, and one month (or such later date as may be specified) following notification to the Licensee of the reviewed amount(s) of fee(s) and / or charge(s), the reviewed amount(s) shall be the amount(s) which shall become payable by the Licensee to the Licensor. If the Licensee does not wish to pay the reviewed fee(s) and / or charge(s), the Licensee shall be permitted to terminate this Licence by notice in writing to the Licensor after receiving notice of the reviewed amount(s) but before they take effect, failing which the Licensee will be deemed to have accepted the obligation to pay the reviewed amount(s). Any such termination shall be without prejudice to the obligation of the Licensee to comply with all terms and conditions of this Licence (including without limitation payment to the Licensor of all amounts) up to and including the date of termination. Late payments are subject to interest charges (Refer to accompanying Mooring Licence Terms and Conditions). Payments by the Licensee to the Licensor are due and payable whether or not an invoice has been issued to the Licensee. A tax invoice will be issued following receipt of any payment received, if not before.		
TERM	Commencing on and ending on and then (or if no term is completed above, then) week to week until terminated by either party by giving one week's notice in writing unless varied by conduct of the parties in which event the conduct shall be paramount.		
MOORING/ BERTH	Number On Arm/Row number Other identifying details:		

I/We hereby accept a mooring licence in accordance with the particulars stated above and subject to all the Mooring Licence Terms and Conditions forming part hereof, and irrevocably acknowledge that I/We will abide and comply with all of the said Mooring Licence Terms and Conditions. The signature of the Licensee will bind the Licensee and to the extent the Licensee is a part owner of a vessel, the Licensee warrants and acknowledges that this Licence shall be binding on and in respect of all other part owners of the vessel.

Signature of Licensee Witness.....

Date:/...../.....

For & On behalf of the Licensor per:.....

MOORING LICENCE TERMS AND CONDITIONS

Acknowledgement

1. The Licensee and all other licensees, occupiers and / or other persons who enter and / or use the Marina acknowledge (and by their entry confirm such acknowledgement) that the activities taking place in the Marina are of a nature that may cause risk to life and limb or damage to property. Such activities may include (but are not limited to) the Mooring and operation or movement of vessels, in about or adjacent to the Marina or in its general area, including operation or movement by persons not so authorized by the Manager. The Manager does not warrant, either expressly or impliedly that entry on to or use of the Marina or any of its services and facilities is safe and the Licensee and all other licensees, occupiers and / or other persons who enter the Marina must satisfy themselves as to their safety and the safety of all others for whom they are responsible prior to entry and use.

Authority of Manager

2. The Manager has the authority from and may unless and until otherwise advised by the Licensor, act on behalf of and / or in the name of the Licensor and / or otherwise operate the Complex and the Marina, administer any Rules in force from time-to-time and make decisions on all of the matters and exercise all rights, powers and remedies of the Licensor in relation to this Licence (including without limitation the grant or withdrawal of any approval or consent, or the refusal to approve or consent whether on conditions or otherwise and / or the exercise of all discretions of the Licensor) or any other licence or agreement with the Licensee or with other licensees or occupiers of moorings or otherwise in relation to the Complex or the Marina. The decision of the Manager on all such matters or otherwise relating to vessels, persons or the conduct of persons within the Complex or the Marina shall be final and binding.

Licensee to pay fees and charges when due and strictly comply with Licence

3. The Licensee will pay the occupation fee(s) and other charges strictly on or by the due date(s) for payment and strictly observe the terms and conditions of this Licence. If the Licensee fails to pay the occupation fee(s) or other charges on or by the due date(s) or fails to strictly observe the terms and conditions of this Licence, then the Licensor may by notice to the Licensee (which notice may be effective immediately), forthwith terminate this Licence.

Interest for late payment

4. Without prejudice to any other accrued rights, powers or remedies of the Licensor, the Licensee must pay to the Licensor if demanded simple interest in respect of any amounts not paid as and when due calculated on daily balances at such rate as may be from time to time by the Licensor notified to the Licensee as being the applicable rate, and failing any other notification, then at the rate of 12% per annum on the relevant amount outstanding from the date when the amount was due for payment until the date when payment is actually received by the Licensor.

Non- assignment

5. The Licensee shall not assign this Licence or part with possession of the Mooring or any part thereof or at any time whatsoever allow any person other than the Licensee, or any boat or vessel other than the Vessel, to use the Mooring for any purpose whatsoever.

Avoid pollution

6. The Licensee will not permit, suffer or allow refuse, sewage, oil or other material to be thrown or discharged or to fall or flow into the area of the Marina and surrounding waterways or onto any walkway, pontoon or surrounding area within the Boat Harbour. The Licensee will ensure that the provisions of any environmental or similar legislation or rules, regulations or the like or of any competent authority or body relating to the Complex or the Marina or on-water activities conducted therein or in surrounding waters are strictly observed by the Licensee and all invitees of the Licensee within the Complex, the Marina or utilising the surrounding waters and all persons using the Vessel at all times.

Noise, nuisance, protrusions and danger to others prohibited

7. The Licensee shall not operate or use any noisy, noxious or objectionable engines, radio or other apparatus or machinery within the Marina or otherwise cause or permit others to cause any nuisance or annoyance to the Licensor, to any other users of the Marina or to any person residing or otherwise in the vicinity. The Licensee undertakes for himself, his invitees and all other persons using the Vessel that they shall not behave in such a way to offend as aforesaid. Halyards shall be secured so as not to cause such nuisance or annoyance whilst the Vessel is at the Mooring.
8. The Licensee will secure the Vessel so that it is not a nuisance to any other vessel or person and so that it does not constitute a danger to anyone and will not in any way whatsoever damage the Mooring or any other of the Licensor's moorings or the Marina. No vessel of dimensions beyond those expressly approved by the Licensor shall be moored in the Mooring or any other berth in the Marina 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 Licensor reserves the right to prohibit the operation of any vessel within or from the Marina.

Licensee responsible for any damage caused

9. The Licensee will pay on demand the costs of or to the Licensor in repairing any damage to the structures or otherwise within and surrounding the Mooring or the Marina which in the opinion of the Licensor, such opinion to be formed on reasonable grounds, have been caused by the Licensee, fair wear and tear excepted.

Alterations

10. The Licensee shall not at any time or under any circumstance or in any way whatsoever alter, modify, repair or interfere with the structures of the Mooring, the Marina or the Complex or any part thereof.

Inspection by Licensor

11. The Licensor reserves the right to have the Mooring and any vessel, person or thing at the Mooring or within the Marina inspected by the Licensor, his agents or servants and to carry out any works at any time and for any purposes whatsoever.

Right to refuse entry and cancel licence in certain circumstances

12. The Licensor will have the right to refuse entry to the Marina and the right to cancel the licence of any person that in the opinion of the Licensor has been or is acting in any manner that is detrimental or likely to be detrimental to the running or safety of or affecting the good name and/or good order of the Marina or of vessels or persons using the Marina.

Removal and costs of removal of Vessel following termination

13. In the event of the termination of this Licence, then the Licensee shall immediately remove the Vessel from the Mooring. In the event that the Vessel is not so removed within two (2) days after termination, then the Licensor may without any notification whatsoever to the Licensee remove the Vessel, and the Licensee shall be responsible for all costs associated with the removal of the Vessel and its storage or mooring elsewhere and the Vessel shall be at risk of the Licensee. The Licensee indemnifies the Licensor against any claims whatsoever in respect of any loss, damage accident or injury of whatsoever nature which may arise to the Vessel or person in connection with such removal and its storage or mooring elsewhere.

Licensee to observe all laws and directions etc

14. The Licensee shall at all times observe and obey all statutes, laws and regulations whatsoever, and in particular, all marine and other regulations and the lawful directions of any relevant competent authorities, and will comply with any direction of the Licensor and/or its employees, agents, servants, heirs or assigns including without limitation, the Manager.

Safe navigation of Vessel

15. The Licensee shall at all times ensure that the Vessel shall not be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the Boat Harbour and that the Vessel shall not exceed the speed limit of four (4) knots or any other speed limit signposted, displayed or applicable within the Boat Harbour.

Dinghies to be stowed and walkways kept clear

16. The Licensee shall keep all dinghies, tenders and rafts stowed aboard the Vessel when the Vessel is at the Mooring. No item of any nature whatsoever shall be left on the walkways or pontoons.

Fire

17. The Licensee shall take or cause to be taken all necessary precautions against the outbreak of fire, in or upon the Vessel and must cause fire fighting equipment and facilities to be provided on the Vessel or on any vessel utilising the Mooring with their consent, to the standard required by any competent regulatory Authority from time to time and will observe the requirements of any such Authority. Fire hoses must not be used except in the case of emergency. In case of fire, the Licensor or the Fire Brigade and any persons in the immediate vicinity shall be immediately informed by the Licensee of any fire or hazard.

Vessels to be kept in good condition and clean and tidy

18. The Licensee must ensure that any vessel moored at the Mooring (and any vessel of the Licensee's at any time at the Marina), is at all times to be kept seaworthy, in good order and condition, and clean and tidy. Nothing, with the exception of sails, is to be hung out or otherwise left for drying on a vessel in public view.

Carpark and Toilets

19. The Licensee acknowledges that all vehicles and other property of the Licensee or of any invitees and all other persons entering upon, using or occupying the Complex, the Marina or the Vessel, shall be at their sole risk at all times, and such vehicles may be parked only in those places nominated by the Licensor from time-to-time and toilets, showers, washrooms, common areas and amenities shall be kept clean and tidy at all times.

Repairs and Maintenance require consent

20. The Licensee agrees that no repairs and maintenance will be carried out while a vessel is in a berth within the Boat Harbour except such as are consented to by the Manager in its absolute discretion and the Licensee must ensure that any consented to and carried out must not cause any noise, nuisance or inconvenience to users of the Marina. Without limiting in any way the Manager's discretion whether to grant consent, it is more likely that minor interior running repairs or minor maintenance of a routine nature will be considered.

Licensor's rights for safety reasons

21. The Licensor by his agents and servants shall have the right (but not any obligation) to move, board, enter upon or carry out any work on the Vessel which is in the absolute opinion of the Licensor necessary or desirable for the safety of the Vessel and/or the Mooring or any other property of the Licensor or any other person or for the convenient operation of the Marina, and the Licensee shall reimburse the Licensor of any costs so incurred and notified to the Licensee by the Licensor. The Licensee indemnifies the Licensor against any claims whatsoever in respect of any loss, damage accident or injury of

whatsoever nature which may arise to the Vessel or to any other person or property in connection with any aforesaid action by the Licensor's agents and servants to the Vessel and its removal, storage and / or mooring at a place other than the Mooring.

Licensor moors at own risk

- 22. The Licensee acknowledges and agrees that the Licensor does not warrant the adequacy, sufficiency or safety of the Mooring and the Boat Harbour or any of the services or facilities for the mooring of the Vessel and the Licensee moors the Vessel, uses the Boat Harbour and uses the Mooring, services and facilities at his own risk in all respects of all times.
- 23. The Licensee and the Vessel are at the risk of the Licensee at all times and in consideration of the Licensee receiving a licence of the Mooring:
 - a. The Licensee indemnifies the Licensor and any person acting on behalf of the Licensor including its agents and employees (and specifically including the Manager) against all claims whatsoever in respect of any loss or damage to property or person caused by the Vessel or any act or omission of the Licensee, its servants, agents, invitees or by any persons or things entering, leaving or being within the Boat Harbour lawfully or unlawfully and its surrounds (including without limitation in connection with the Vessel, the Mooring or the Licensee);
 - b. The Licensor, its servants, agents, employees or invitees shall not either directly or vicariously be liable in negligence or otherwise for any injury loss or damage sustained by the Vessel, or the Licensee, or its servants, agents, invitees, licensees or guests entering the Boat Harbour and/or its surrounds and the Licensee shall indemnify and keep indemnified the Licensor against any claims arising from such injury loss or damage.

Exclusion for weather, waves or other forces of the sea

- 24. The Licensor:
 - a. does not guarantee that the Licensee's property, the Vessel, the Mooring, the Marina or otherwise will not be adversely affected by tides, waves, boat wash or swell that might break over or breach breakwaters, sea walls or other wave, sea or water limiting structures by weather or other forces of the water body that surrounds the property or otherwise ("Forces of the Sea"); and
 - b. the Licensor's officers and employees shall not be liable for any claims for compensation arising from weather or the Forces of the Sea or damage from other vessels whilst vessels are moored, drifting or sailing within the confines of the Boat Harbour; and
 - c. shall not be liable to pay compensation for any personal injury or property damage claims that might be made by persons who suffer injury or loss arising from weather or the Forces of the Sea while at the Complex or within the Boat Harbour.
- 25. The Licensee indemnifies the Licensor and any superior licensor and their and each of their officers and employees against all claims for compensation that might arise from injury or damage caused by waves, weather and / or the Forces of the Sea caused to persons and / or their property within the Boat Harbour or the Complex.

No bicycles or shopping trolleys

- 26. The riding of bicycles and/or the use of shopping trolleys on any part of the Marina is strictly prohibited.

Government or other authority rights

- 27. The Licensee acknowledges that any government or other authority having rights over the Boat Harbour (including without limitation as superior lessor or superior licensor) may (subject to those rights) exercise any of the powers granted to or of the Licensor under this agreement or otherwise and a breach of this Licence by the Licensee may be relied upon by any government or other authority as though the Licensee were the Licensor.

Licensee not to breach head lease or head licence

- 28.
 - a. The Licensee must ensure that it does not cause a breach of the terms of any lease or licence to the Licensor and if it does or threatens to do so, the Licensor may immediately terminate this Licence.
 - b. The Licensor shall if directed to do so by the relevant minister or any superior lessor or licensor, terminate this mooring Licence if the Licensee breaches any of the conditions of any lease or licence to the Licensor or any superior lease or licence in respect of the Mooring and/or any greater area.

GST

- 29. If any supply made by the Licensor under or pursuant to the provisions of this Licence is subject to any GST, the Licensee must pay the Licensor an amount sufficient to ensure that the Licensor retains, after payment of GST, the amount that the Licensor would have received had GST not been so payable. Any amount payable by the Licensee under this clause must be paid on the same date as payment is required in relation to the underlying supply giving rise to the GST.

Security Deposit and Key Deposit

- 30.
 - a. The Licensee shall pay any Security Deposit and Key Deposit to the Licensor on or before the Commencement Date of this Licence unless otherwise agreed by the Licensor. The amount of the Security Deposit or Key

Deposit shall be as agreed or as specified from time to time by the Licensor.

- b. If the Licensee fails to:
 - i. punctually perform and observe its obligations under this Licence, the Licensor may apply such of the Security Deposit as may be necessary to satisfy any obligation of the Licensee under this Licence; or
 - ii. return to the Licensor any key, then the Licensee forfeits the Key Deposit to the Licensor and the Licensee shall pay to the Licensor the cost of securing the Complex, the Marina and the Mooring as a result of the loss of the Key.
- c. The Licensor's rights contained in paragraph b above are in addition to any other rights available to the Licensor under this Licence, at law or in equity.
- d. The Licensor shall refund to the Licensee that part of the Security Deposit or the Key Deposit not called upon by the Licensor pursuant to this clause at the expiration of this Licence, provided the Licensee has satisfied its obligations or those obligations have been rectified utilising the relevant deposit or part thereof and to the extent applicable, returned to the Licensor the key (save to the extent of any waiver by the Licensor).

Gates, fuelling, power cords and circuit breakers, water, mooring lines, toilets on Vessel, cleanliness, dangerous substances etc

- 31. The Licensee must:
 - a. ensure that all appropriate gates, entrances and exits within the Complex are properly closed after each use;
 - b. not fuel the Vessel from the Mooring or any other place within the Marina, other than the marine fuelling facility designated by the Licensor from time to time;
 - c. at its cost, keep the waters in the Mooring clean and not while the Vessel is moored in the Mooring or otherwise in the Marina use any toilet on the Vessel unless the toilet is connected to an approved holding tank in the Vessel and not flush the holding tank nor pump out any bilges whilst the Vessel is in the Marina;
 - d. not drop, discharge or place overboard any litter, filth, sewerage, dry or wet refuse or waste material or the contents of bilges containing any substance whatsoever, other than clear water whilst at any time in the Mooring or Marina;
 - e. dispose ashore in appropriate containers or bins, all wastes and refuse of any kind and provided that under no circumstances shall any such substances or filth, litter, sewerage or other particulates be allowed to enter the air or water of the Marina;
 - f. provide and maintain in good order and condition, cords for the transmission of electric power from outlets within the Complex or the Marina to the Vessel and shall also provide and at all times use appropriate earth leakage circuit breaker devices on each relevant electrical circuit;
 - g. strictly observe all restrictions and Rules applying to the use of water from time-to-time and under no circumstances must the Licensee waste water within the Complex or the Marina;
 - h. provide lines of adequate sizes and of good condition for the Mooring and securing of the Vessel or other permitted craft utilising the Mooring; and
 - i. ensure that no materials of a dangerous, flammable or explosive nature are kept or stored on the Vessel in breach of any statute, or bylaw, governing the operation of vessels or the Marina.

Use of Common Areas and Facilities Block

- 32. Subject to this Agreement, the Licensee may use the Common Areas and the Facilities Block for the purposes for which they are intended.

No Obstruction

- 33. The Licensee must not obstruct or cause or permit the obstruction of any navigational areas within the Complex or the Marina or any access way or road within the Complex or the carpark or any pedestrian path or any other common areas.

Licensee to comply with Rules

- 34. The Licensee acknowledges the right from time to time the Licensor, the Manager, any superior lessor or licensor, any relevant body corporate or other relevant authority to make any rules, regulations and / or by-laws (Rules) for regulating the use, safety, amenity or otherwise of the Complex and / or the Marina. The Licensee must strictly comply with the Rules. The Licensee is responsible for ensuring that any person the Licensee invites to or brings on to or permits to be on the Complex or the Marina also obeys the Rules and for the purposes of determining and enforcing compliance with this Licence, the Licensee will also be responsible for the acts or omissions of all such persons such that their acts or omissions will be deemed to be the acts or omissions of the Licensee. The Licensor agrees that if anyone (including the Licensee) does not obey the Rules, the Licensor can remove them from the Complex or the Marina (using force if the Licensor considers it is necessary). The Licensor shall not be liable for any non-compliance by any person with the Rules.

Licensee Initial:
Witness Initial:

Air Conditioning or other heavy consumption of power

35. The Licensee must not without the written approval of the Licensor, operate from the shore power supply of the Complex or the Marina, air-conditioners or other plant and equipment which consumes substantial amounts of electric power. The Licensor may at its discretion require the Licensee to pay (within 7 days of demand or such longer period if any as the Licensor in its discretion may specify), any actual or reasonable estimated charges for any significant use of electric power and in particular, 3-phase power.

Commercial Activity Prohibited

36. The Licensee must not carry on or permit to be carried on any commercial activities whatsoever within the Complex or the Marina or on or from the Vessel or any other vessel moored at the Marina without the express written permission of the Licensor and such permission once given, may be terminated or revoked at the discretion of the Licensor.

"For Sale" Signs

37. The Licensee must not exhibit any "For Sale" or similar sign on the Vessel whilst in the Marina or on any other part of the Complex, the Marina or the Mooring, nor will the Vessel or any other property be offered for sale from or for inspections by agents, brokers or potential purchasers within the Marina, without the written approval of the Licensor.

Human Habitation

38. Whilst within the Marina, the Licensee must ensure that the Vessel or any other vessel at the Mooring is not used as a place for human habitation, permanent or otherwise, without the express written permission of the Licensor. If permission is given by the Licensor to use a Vessel as a place for human habitation, the Licensee will pay any "Live Aboard Charges" or other relevant charges specified by the Licensor from time-to-time.

39. Notwithstanding anything herein contained, in no event will a Vessel be used as a place for human habitation in breach of any By-Law, Rule or Regulation of any government or other authority having control of the area in which the Marina is located.

Insurance

40. The Licensee will take out and at all times maintain public liability and other forms of insurance cover and for such amount(s) as reasonably required by the Licensor at any time.

Relocation

41. The Licensor may during the term of this Licence relocate the Licensee (and/or any vessel in the Mooring) permanently to another mooring in the Marina provided that the Licensor gives the Licensee at least 1 month's notice of the relocation ("Relocation Notice") which notice must:

- a. contain the details of the alternate mooring which must be of an equivalent size;
- b. be accompanied by a licence for the alternate mooring for the balance of the term; and
- c. confirmation as to the surrender, termination or cessation of this Licence upon expiration of the relocation notice or other period reasonably specified.

No representations

42. The Licensee acknowledges that no promise or representation has been given by the Licensor or by any person on the Licensor's behalf except as set out in this Licence.

Implied provisions excluded

43. The Licensee agrees that, to the maximum extent permitted by law, this agreement excludes any warranties or conditions or terms which may be implied by the laws of the State or of the Commonwealth of Australia and that the terms of this Licence constitute the entire agreement between the parties.

Attorney

44. The Licensee appoints the Licensor and all of the Licensor's directors and secretaries, the Manager from time to time and anyone else nominated by the Licensor, separately and together as the Licensee's attorney or attorneys on the Licensee's behalf and in the Licensee's name to do everything and sign everything that we think is necessary to:

- a. surrender or cancel this Licence; or
- b. transfer this Licence to someone else;

and to register that surrender, cancellation or transfer, if necessary or required by law.

This power of attorney:

- a. cannot be revoked; and
- b. is not effective until the Licensee defaults.

A statutory declaration signed by any of the Licensor's directors or secretaries is conclusive evidence that the Licensee has defaulted. The Licensee agrees to ratify anything done under this power of attorney.

Severance

45. Each of the covenants and provisions of this Licence is severable and distinct from one another and if at any time any one or more of the provisions of this Licence is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

Miscellaneous

46. navigational or other marks within or about the Boat Harbour in any way.

47. The Licensee must ensure that all children entering upon, using or occupying the Complex or the Marina or the Vessel at the invitation or with the permission of the Licensee are appropriately supervised (including children under 12 supervised by an adult) at all times whilst within the Complex or the Marina and particularly while using the walkways or pontoons or the Vessel.

48. Notwithstanding anything stated elsewhere in these conditions, to the extent if at all required by the terms of any lease or licence to the Licensor or of any statute or regulation, this Licence is subject to the right of the Licensor without compensation to the Licensee to take over and have the use of the Mooring or any one or more of the moorings which in the opinion of the Licensor is required for the use of other vessels or by the vessels owned by or under the control or charter to the Government of a relevant State or any statutory authority instrumentality of that State.

49. If the terms of any lease or licence to the Licensor or of any statute, regulation or otherwise mandatorily requires that this Licence contain certain provisions, then those provisions:

- a. are deemed to be incorporated into this Licence at all times at which, and to the extent to which, they are required to be included; and
- b. prevail over any other provisions of this Licence to the extent of any inconsistency.

50. The Licensee specifically acknowledges that this Licence gives the Licensee a right to use or occupy the Mooring and to utilise the Vessel within the Mooring subject to and provided there is strict compliance with the Mooring Licence Terms and Conditions and only for so long as the Licence continues. The Licence does not give the Licensee any right of exclusive possession or ownership of the Mooring.

Notice

51. Any notice given under this Licence must be in writing and appropriately signed by all or on behalf of the party(ies) by whom it is given. Without limiting the generality of the foregoing, any notice to be given by the Licensor shall be sufficiently executed if signed by a director, secretary, manager or solicitor of the Licensor or any person authorised by the Licensor. Service may be effected by posting or delivering the notice to the address of the party shown on this Licence or by its transmission electronically or by facsimile to the last known address or number of the recipient. In the case of the Licensee, service may also be effected by personal delivery or if the Licensee is known to be on-board the Vessel or returning to the Vessel in the near future, by leaving it on the Vessel. Service will be deemed to have been effected on the second day after posting, on the day of delivery, on the day of transmission electronically or by facsimile provided evidence of completed transmission is available or provided there is no evidence of non-completed transmission, and on the day of a notice being left on the Vessel, as applicable.

Definitions and interpretation

52. For the purpose of these conditions, where the context so permits:

"Boat Harbour" means all the area of Marina and to the extent if any to which a plan is annexed, then the harbour shown on the plan annexed;

"Complex" means to the extent applicable, all of the floating berths and adjacent water areas used for navigation purposes, the carpark, toilets, showers, laundry and other amenities and facilities available for use by licensees, occupiers and their guests from time to time; any repair and maintenance facilities and/or areas used for the hard-standing or dry storage of vessels and any other area or areas under the control of the Licensor or any related entities or under the same management to which licensees, occupiers and their guests have access or rights of use.

"Licence" means this document howsoever referred to and includes its operation as a licence or sub-licence;

"Licensee" shall include its servants, agents, invitees, guests, or any person visiting the Licensee or the Vessel at the Boat Harbour and its surrounds;

"Licensor" shall mean the Licensor ticked or otherwise referred to on the first or cover sheet of this Licence and in the event that the relevant box is not ticked or relevant Licensor is not shown, it shall be the Licensor on the first or cover sheet whose name includes the name of the marina at which the mooring is situated.

"Marina" means the floating mooring berths, the access bridges, walkways, pontoons, fingers, piles, services and facilities forming part thereof and the water areas, including those between the rows of berths or moorings used for navigation and other purposes and access to and from the adjacent waterways and without limiting the generality of the forgoing shall include the marina at which the Mooring is situated.

"Mooring" or "Berth" means the tie up point, mooring or berth as defined on site by number or other identification and / or identified on the marine chart at the office of the Manager or of the Licensor or as otherwise displayed at the Marina, or any other tie up point, mooring or berth which may be occupied by the Licensee at the time;

"State" means the state or territory of Australia in which the Marina is located;

"Vessel" means the craft described in the within Licence or any annexure or accompanying document or such other boat or other vessel as the Licensor may in writing permit to use the Mooring.