INFORMATION SHEET – PLEASE READ

Dear Consumer (**you, your**),

Before entering into an agreement with Shellharbour Marina Pty Ltd ABN 18 297 479 917 (**us, our, we**), please ensure that you have read and understand this Information Sheet and our Marina Terms to which this information Sheet is annexed and to which it relates.

If you do not understand this Information Sheet or the Marina Terms you should seek independent legal advice.

These documents govern our dealings with you and how we are to provide our services to you, as well as our obligations to you and your obligations to us. **You should be aware that the Marina Terms contain provisions that may substantially prejudice your interests**, including the following clauses:

Clause 8-9: You may be liable to pay us interest on any amount overdue for more than 14 days.

Clause 18: This clause completely excludes our liability for any claims or loss, damage, or expense you may suffer to the fullest extent permitted by law, as a result of you using and accessing the marina facilities.

Clause 19: Under this clause, in the event a claim cannot be excluded by law, you will be limited to receiving the amounts received from an insurer as a result of a successful claim against us.

Clauses 20-21: Under these clauses, you indemnify us from and against any claims, demands, losses, damages, costs or expenses which we may become liable, including any that arise from loss, damage or injury, arising from any cause in your use or occupation, of the marina or any act or omission by you which may result in any discharge or spillage from your Vessel, or any damage, derogation or erosion of the natural environment.

Clause 22: Under no circumstances will we be liable to you for any indirect or consequential loss, loss of income, profit, opportunity or damage arising out of or in connection to this agreement.

Clause 24: Either party may terminate this Agreement by delivering to the other party 1 months' prior written notice.

Clause 26-27: If you do not remove your vessel after the termination of the Agreement, we may remove your Vessel and Goods from the current berth or render it inoperable at your cost. We may also treat your Vessel and Goods as abandoned and sell it and any other property contained within it without your permission in accordance with the Uncollected Goods Act 1995.

Clause 31: Under this clause we have a lien on your Vessel, its appurtenances, and contents. In addition to the interest payable on any amount overdue for more than 14 days, we may exercise our right and sell your Vessel to cover any amounts owed to us.

These MARINA terms, any order form or proposal to which these terms are attached or in which these terms are referred, together make up a legally binding Licence and Facility Agreement ("the Agreement") between SHELLHARBOUR MARINA PTY LTD ABN 18 297 479 917 of 13 Marina Drive, Shell Cove NSW 2529 ("SHM") and The Boat and/or Goods Owner identified in Item 1 of Schedule A ("the Owner"). The Agreement will be accepted by the Owner by doing either one or more of the following:

i. signing these terms and conditions of trade; or
ii. signing the Customer Details, Schedule, proposal or quotation issued by SHM in which these terms and conditions were attached or referred; or iii. leaving a vessel or goods at SHM's marina or accepting a quotation or proposal after receiving notice of these terms and conditions of trade.

The Owner has requested that SHM supply, and SHM has agreed to supply, a berth, mooring or storage facility and ancillary services such as offices, lounges and amenities, including any one or more of these facilities as a stand alone service ("together, the Facilities") for the duration of the term which commences on the date of this Agreement and:

i. where the Owner is a permanent user (as identified in Schedule A), will run for at least the minimum period set out in Schedule A and if no period, then 3 months from the date of this Agreement; and ii. where the Owner is a casual user (as identified in Schedule A), at the end of the period nominated in the tax invoice submitted to and paid by the Owner to SHM,

("the Term") to permit the Owner to store the goods described at Item 2 of Schedule A hereto ("the Vessel" and/or "the Goods" as the case may be) in accordance with these Terms and Conditions. The Owner acknowledges that this Agreement may initially apply to the storage of only a Vessel, or Goods, but may later apply to one, the other or both, if the Owner chooses to avail itself of the use of more of the Facilities over time. To the extent (and for the duration) that an Owner does not store Goods at the marina, then the provisions relating to Goods storage will not apply (and vice versa for Vessel storage or berthing). However those provisions may apply at a later point in time.

TERM AND AMENDMENT

1. This Agreement will commence and will have effect on and from the date of acceptance as set out in the preamble hereto and will expire on the expiry of the Term unless terminated earlier in accordance with clause 25 or 26 or extended by permission of SHM. Should SHM allow the Owner to continue to store the Vessel or Goods beyond the initial Term set out above, unless otherwise agreed, it will be on a month to month holding over basis, and otherwise subject to these terms and conditions.
2. SHM reserves the right to amend this Agreement, provided such amendments are conveyed to the Owner in writing after the date of any agreed fixed term (to allow the Owner the ability to terminate this Agreement in accordance with clause 25 if the Owner is not satisfied with the amended Agreement). The Owner further acknowledges that such written notice may be provided by email or ordinary mail to the current address for the Owner held by SHM at the time. Any amendments will be deemed to be accepted if no written objection is provided to SHM within 14 days of written notice being sent to the Owner.

PAYMENT, DEPOSITS AND PRICE

3. At the time the Owner makes a request for storage of a Vessel or Goods or use of the Facilities, the Owner shall pay a deposit to SHM of the amount specified in Item 3 of Schedule A ("the Security Deposit"). The Security Deposit secures to SHM any moneys owed by the Owner to SHM and the performance of any obligation by the Owner. SHM is entitled to deduct from the Security Deposit, an amount equal to any monies due but remain unpaid by the Owner for a period of 14 days or more under this Agreement as well as any loss or damage suffered by SHM caused or contributed to by the acts or omissions of the Owner including (without limitation) damage to the Facilities proven to be caused by an Owner or its invitees. The Security Deposit (or such of it then remaining) is refundable on termination of this Agreement after the Owner has satisfied all of its obligations under this Agreement or at law and following deduction of any and all outstanding monies owing to SHM by the Owner.
4. The Owner shall pay the Licence fee specified in Item 3 of Schedule A ("the Licence Fee") to SHM. Where the Owner is a permanent user, SHM will submit tax invoices to the Owner on the first day of each month in respect of the Licence Fee. Where the Owner is a casual user SHM will submit a tax invoice to the Owner at the commencement of this Agreement in respect of the Licence Fee. The Owner will pay the amount of each invoice to the account or by the method nominated by SHM on the date specified in each invoice.
5. The parties agree that the Licence Fee may be reviewed by methods and at intervals determined by SHM in its discretion. SHM will give the Owner at least 1 month's prior notice of any increase to the Licence Fee. If the Owner does not agree with the increased Licence Fee it may terminate this Agreement pursuant to clause 25 but will have no further recourse against SHM in respect of any such increase. Any increases in Licence Fee determined pursuant to this clause 5 will not be applied to any permanent user Licence of at least 12 months duration where the Owner and SHM have executed a Licence agreement and the Licence Fees for the total Licence period have been paid to and received by SHM in advance on the commencement of the Licence period. The Owner must also pay an increased Security Deposit to SHM in proportion to the increase in Licence Fee.
6. The Licence Fee is calculated on the allocated berth /park size or the length of the Vessel / Goods, whichever is greater, including bowsprit and swim boards etc. Owner warrants that the Vessel / Goods has the dimensions as set out in Schedule 'A'. The Owner will pay any adjusted fees and shall be liable for any damage or additional expense arising directly or indirectly out of a breach of that warranty or anything contained in that warranty being or becoming untrue, inaccurate or misleading.

7. All amounts payable by the Owner under this Agreement are inclusive of GST.
8. If any payments due under this Agreement are not paid, interest shall be payable by the Owner at the rate of 10% per annum compounding daily and calculated from the due date until the date payment is received by SHM.
9. All payments under the Agreement must be made when they fall due and without set-off or deduction

LICENCE, FACILITIES AND BERTHING

10. The Owner acknowledges that SHM has established a number of different rules and regulations governing the use of the Vessels in the marina, use of the Facilities by Owners (including storage), and general access rules for the benefit and safety of all users of the marina, as well as separate rules and procedures for use of slipping, travelift and hardstand facilities (collectively, "Rules and Regulations"). The Rules and Regulations do not form part of this Agreement, but the Owner undertakes to SHM to comply with the Rules and Regulations whilst ever the Owner uses any of SHM's Facilities. For ease of reference only, the current Rules and Regulations are annexed hereto. SHM may, in its discretion, modify, add to or remove portions of the Rules and Regulations from time to time and the Owner agrees to review the Rules and Regulations published on SHM's website www.shellharbourmarina.com.au periodically so that it is updated on any changes.
11. Licence:
    a. SHM grants a non-exclusive Licence to the Owner to berth or moor the Owner's Vessel or Goods at SHM's Facilities in a location to be determined by SHM from time to time in its discretion for the Term ("Licence"). The Licence is not in respect of a particular pen, berth, mooring or storage space within SHM's Facility. SHM may change the location of the allocated pen, berth, mooring or storage space from time to time at its discretion. The Licence is granted subject to the Owner complying, and procuring that any employee, guest or invitee complies, with this Agreement and any Rules and Regulations in place from time to time.
    b. Initial berth and storage space allocations are made on the basis that the Vessel / Goods will arrive at the berth or storage space within 30 days of the commencement of the Agreement. Should the Vessel / Goods not arrive during this time, SHM reserves the right to re-allocate an alternative berth or storage space to the Owner. If an alternative berth or storage space attracts different Licence Fees, then the Owner will be liable for those new Licence Fees in place of the original fees attaching to the originally allocated berth.
12. If at any time the Vessel or Goods is required to be moved or requires work or repairs to be carried out which necessitates the use of any equipment of SHM, then the Owner agrees to be bound by any terms and conditions of usage of that equipment in force for the time being and by any direction of SHM in relation to such use.
13. The Owner authorises SHM, if necessary, to enter the Vessel or Goods, start the engine, salvage, and/or tow the Vessel or Goods so as to move or relocate the Vessel or Goods within the marina or storage facilities if the Vessel or Goods are damaged, has sunk or is in the process of sinking, is at risk of causing damage to other vessels, goods or SHM plant, equipment or infrastructure, is at risk of causing harm to the environment, or if such movement or relocation is considered necessary by SHM for any other reason.
14. In addition to the preceding, the Owner authorises SHM and its servants or agents to move the Vessel or Goods to any other place at the Owner's risk and expense absolutely in the event of any emergency, impending or predicted extreme weather event, or if otherwise required at the discretion of SHM. Nothing in this clause shall be deemed to place any obligation or duty of care on SHM to attempt to minimise or prevent any damage to the Vessel or Goods.
15. During the Term the Owner shall not sell or attempt to sell or advertise the Vessel or Goods for sale without giving prior written notice to SHM. The Owner must obtain the prior written consent of SHM to display any signage or sale material on vessels, goods or marina property, with such consent being granted or withheld in the absolute discretion of SHM. SHM wishes to control the installation of signage in and around the marina. The Owner must provide SHM with prior notice of the Owner's intention to sell the Vessel or Goods and of any termination of this Agreement that may result from such sale.
16. Nothing in this Agreement shall confer on the Owner any right as a tenant of the storage space, mooring or any part of the marina, nor shall it create the relationship of landlord and tenant between SHM and the Owner.

INSURANCE & RISK

17. The Owner will effect and maintain during the Term an adequate legal liability insurance policy covering damage to third party property and personal injury (including to SHM) with a minimum of $10M for each occurrence and must provide evidence of currency of insurance to SHM on signing of this Agreement and otherwise on each anniversary of the date of this Agreement throughout the Term of this Agreement.
18. The Owner stores the Vessel and/or any Goods at the marina and uses and accesses the Facilities at its own risk absolutely and the Owner hereby releases to the full extent permitted by the law SHM and its agents, servants, contractors and employees from any and all actions, claims, demands, losses, damages, costs and expenses ("Claims") or liability which may arise in respect of any accident, damage or injury occurring from any cause whatsoever in connection with the use of SHM's marina by or on behalf of the Owner, except to the extent that the Claim is caused or contributed to by SHM (or its agents, servants, contractors and employees) deliberate act or negligence.
19. The parties agree that, to the extent permitted by law, any liability for a Claim against SHM that cannot be excluded will be limited to the total of any amounts received from an insurer as a result of a successful claim made under an insurance policy held by SHM in respect of the event giving rise to the claim against SHM.
20. The Owner hereby indemnifies SHM (and its agents, servants, contractors and employees) ("Indemnified Parties") and keeps the Indemnified Parties indemnified from and against all Claims for which the Indemnified Parties shall or may become liable in respect of or arising from loss, damage or injury from any cause whatsoever to property or persons within or without SHM's marina or other premises caused or contributed to by the use of the marina or other premises by the Owner by any act, omission, neglect, breach or default by any

such person or persons, except to the extent that the Claim is caused or contributed to by any act, neglect or default of the Indemnified Parties.

21. Without limiting any of the foregoing, the Owner indemnifies SHM and keeps SHM indemnified against any cost, loss, damage, expense, liability or claim (including without limitation any fine or penalty) suffered or incurred by SHM as a result of any act or omission of the Owner or any employee, agent or invitee of the Owner which results in any discharge or spillage from the Vessel or Goods, or the marina or any damage, derogation or erosion of the natural environment.
22. Notwithstanding any of the above, the parties agree that SHM will under no circumstances be liable to the Owner for any indirect or consequential loss, loss of income, profit or opportunity or for any contingent, consequential direct/indirect special, or punitive damages arising out of or in connection with this Agreement, at law or in equity.

WARRANTIES

23. The Owner (and each director and office bearer if the Owner is a company) separately warrants to SHM that:
    a. the Owner is the legal owner of the Vessel or Goods as the case may be, or is the duly authorised agent and is authorised by the legal owner to enter into this Agreement and receive any notice on the legal owner's behalf including notice required under section 6(2)(b) of the Storage Liens Act 1935 (NSW);
    b. at all times have knowledge of the Vessel, the Goods and any other goods stored by, or on their behalf, and accepts that they will be deemed to have that knowledge;
    c. in the case of a natural person, he/she has never been a bankrupt or entered into a deed of arrangement or compromise or any other arrangement under Part X of the Bankruptcy Act or otherwise assigned his/her assets for the benefit of creditors;
    d. in the case of a company, it has never been under external administration or subject to the appointment of an external receiver or controller or entered into a deed of company arrangement and that it is solvent and able to pay its debts as and when they fall due;
    e. it is not executing this Agreement as a result of or by reason of or in reliance upon any promise, representation, statement or information of any kind whatever given or offered to them by or on behalf of SHM whether in answer to an enquiry or otherwise;
    f. it has satisfied itself as to the condition and state of repair of the Facilities provided by SHM under this Licence and adequacy of those Facilities for the berthing, stowage and mooring of the Vessel, storage of the Goods and, to the extent permitted by law, the Owner is not relying on any warranty, promise or representation in relation to the Facilities or services, either expressly or impliedly given by SHM; and
    g. it has obtained all required Licences, permits and registrations required to legally operate the Vessel and/or Goods.

TERMINATION

24. Either party may terminate this Agreement by delivering to the other party 1 months' prior written notice.
25. Without limiting any other rights of SHM, SHM may terminate this Agreement immediately upon the happening of any of the following:-
    a. breach by the Owner of any of the provisions of this Agreement or the Rules and Regulations set by SHM from time to time; or
    b. if in the opinion of SHM the Facilities become unserviceable; or
    c. conduct by the Owner, its servants, agents or guests is in the opinion of SHM prejudicial to the interest of SHM; or
    d. if the Owner suffers any event similar to those detailed in clauses 27 (b) or (c).
26. If this Agreement expires or is terminated for any reason the Owner must remove the Vessel, the Goods, and any other goods stored, immediately from SHM's marina upon such termination or expiration.
27. If the Owner fails to remove the Vessel, the Goods or any other property belonging to the Owner after termination or expiration of this Agreement then:
    a. SHM may at its option, but at the risk of the Owner absolutely, remove the Vessel and the Goods and berth/moor/park or store the Vessel and Goods to another suitable site as well as secure the Vessel or Goods and/or perform works on the Vessel or Goods to otherwise render the Vessel or Goods non-operational so that it cannot be retrieved by the Owner without the knowledge or consent of SHM. The Owner will pay the cost of such removal, security, works and any ongoing berth, mooring, storage or other suitable site fees; and
    b. SHM may treat the Vessel and Goods as abandoned and pursuant to the Uncollected Goods Act 1995 or any other relevant legislation, advertise the Vessel, the Goods and/or the property for sale and then proceed to sell the Vessel and/or the Goods provided that SHM must comply at all times with the Uncollected Goods Act 1995 or other relevant legislation; and
    c. the Owner will continue to be liable to SHM for the Licence Fee and any obligation on the part of the Owner under this Agreement until the Vessel and Goods have been removed.

DEFAULTS AND RIGHTS

28. In the event of default under this Agreement by the Owner, the whole the Licence Fee payable for the Term, or any outstanding balance, will become immediately due and payable by the Owner to SHM together with all legal costs and expenses associated with recovery of the outstanding balance on an indemnity basis and interest properly accruing on any outstanding amounts.
29. The certificate of a director or the credit manager of SHM will, in the absence of evidence to the contrary, be conclusive as to any outstanding amount/s.
30. No failure or delay of SHM to exercise any right or obligation hereunder and no custom or practice of the parties which is at variance with the terms of this Agreement and no waiver by SHM of any particular default by the Owner shall affect or prejudice SHM's rights in respect of any subsequent default and no indulgence or forbearance by SHM of its rights under this Agreement shall adversely affect or prejudice its rights in relation to such default or any subsequent default.

STORAGE LIEN

31. The Owner acknowledges that SHM shall have a lien on the Vessel, its appurtenances, contents and the Goods in accordance with section 3 of the Storage Liens Act 1935 (NSW). If any fees due by the Owner to SHM remain unpaid for a period of more than 14 days after the due date for payment, then SHM may, at its absolute discretion, exercise any rights to commence proceedings to sell the Vessel, its contents and the Goods and apply proceeds of sale to any amounts owed to SHM including payment of costs incurred in exercising the lien.

FORCE MAJEURE

32. A Force Majeure event means anything outside reasonable control of a party, including but not limited to:
    a. power, data or communication outages;
    b. acts of God or the public enemy, national emergencies, radioactive contamination, insurrection, riot, hostile or warlike action or sabotage;
    c. a transaction embargo;
    d. industrial action (including a picket); and
    e. any legislation or regulation and any action or inaction of any government or government agency.
33. If SHM is wholly or partially unable to perform its obligations because of a Force Majeure event, then:
    a. as soon as reasonably practicable after the Force Majeure event arises, SHM will notify the Owner of the extent to which SHM is unable to perform its obligations; and
    b. SHM's obligation to perform will be suspended for the duration of the delay arising out of the Force Majeure event.

ENVIRONMENT

34. The Owner must at all times comply with all laws as they apply to the protection of the environment.
35. To the extent this Agreement relates to the berthing or storage of a Vessel, or the Goods the Owner must not, and must ensure that its employees, agents or guests do not:
    a. permit any refuse, waste, fuel, oil, liquid of any description to be thrown or discharged from the Vessel, or the Goods or the marina;
    b. discharge any oily or filthy bilges, toilets, oil, chemicals, spirits or inflammable materials into marina waters or on the surrounding foreshore
    c. and must ensure that all such refuse is disposed of properly in marked receptacles; AND
    d. in respect of a Vessel, scrub or allow to be scrubbed the Vessels antifoul whilst the Vessel is moored the Shell Cove Harbour.
36. The Owner will indemnify SHM from any action brought by any Government or other authority either through the neglect or not of the Owner. Any breach of the above conditions, SHM may terminate this Agreement immediately. GENERAL

37. Interpretation: In this Agreement: -
    a. words importing the singular number include the plural and vice versa and words denoting a gender include all other genders;
    b. the word person includes a firm, a body corporate, an unincorporated association and an authority; (c) headings are for convenience only and do not affect the interpretation, and
    c. reference to any party to this agreement shall include that party's executors, administrators and permitted assignees.
38. Assignment

    This Agreement is personal to the Owner and the benefit of this Agreement is not assignable to any other person and the Owner shall not sublet the berthing, stowage, mooring space provided to it. SHM may assign or otherwise transfer any of its rights under this Agreement.
39. Severability

    To the extent permitted by law and unless otherwise expressly agreed, SHM does not provide and expressly excludes all warranties whether implied by statute or otherwise in respect of any goods or services it supplies to the Owner.
40. Notices

    Any notice to be served hereunder shall be duly served if delivered personally to the other party or sent through the post in a prepaid envelope addressed to that party at its address set out in this Agreement or any other address notified by one party to the other in writing as being its address for service of notice and any notice sent through the post shall be deemed to have been duly served at the time when such letter would in the ordinary course of the post be delivered. The Owner agrees to notify SHM of change of address and contact details within 14 days.
41. Whole Agreement

    This Agreement constitutes the whole agreement between SHM and the Owner in relation to its subject matter and the Owner warrants that it has not relied upon any statement, representation or warranty made by SHM or its servants or agents which is not expressed in this Agreement.
42. Governing Law

    The parties expressly agree that this Agreement will be governed by and construed in accordance with the laws of the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales. This Agreement is deemed to have been entered into at the address of SHM.

SHELLHARBOUR MARINA
RULES AND REGULATIONS

WE HAVE PLEASURE IN WELCOMING YOU TO SHELLHARBOUR MARINA. THESE CONDITIONS RULES AND REGULATIONS ARE DESIGNED TO ENSURE THE SAFETY AND BOATING PLEASURE OF OWNERS AND THEIR GUESTS.

SHM may vary or add to these rules and regulations from time to time. Each Owner must ensure it keeps itself up to date with the Rules and Regulations as they are varied.

1. Vessels in a seaworthy condition and under their own power will be admitted to the marina area. Vessels must be registered, identified, marked, equipped and maintained as required by law and safe practice (as determined by SHM).
2. Vessels entering SHM waters/land immediately come under the jurisdiction of SHM and shall be berthed only where directed. Berth allocation will be assigned by the Manager of the marina ("Manager") or person appointed by the General Manager
3. It shall be the responsibility of the Vessel owner ("Owner") to keep the premises licensed to them in an orderly and clean condition. Walkways and fingers will be kept clear of all gear including dinghies or the like. Private stowage facilities shall not be used within the marina area.
4. It shall be the responsibility of the Owner to keep his vessel in such condition that it does not become unsightly or dilapidated or reflect unfavourably on the appearance or standards of SHM Facilities. The deck of the Vessel shall be kept free and clear of debris, bottles, papers, trash or other unsightly material at all times including during washing.
5. No contractors or individuals will be permitted to undertake any work on a vessel in marina areas without a current BIA Marine Card, providing insurance details, completing a Contractors Package and final approval from the General Manager or Duty Officer. All contractors and individuals must comply with the Work Health and Safety Act and the Environmental Protection Act. A fee may apply to contractors working at the marina.
6. Major repairs or modification works, engine changeovers, external painting and rebuilding is permitted only where directed (service area) prior to commencement.
7. Disorderly conduct or excessive consumption of alcohol by an Owner or guests or agents will not be tolerated. Noise must be kept to a minimum at all times. Owner shall use discretion when operating radios and musical instruments and apparatus so as not to cause a nuisance to surrounding neighbours and in accordance with State and Local Government regulations. Any of these behaviours shall be cause for cancellation of this Agreement.
8. The Owner must not, and must ensure that its employees, agents or guests do not:
   i. permit any refuse of any description to be thrown or discharged from the Vessel or the marina; or
   ii. conduct any refuelling of the Vessel whilst the Vessel is berthed or stored at the marina or within the harbour proper, other than in the designated refuelling area via the marina operated refuelling equipment located on the Fuel Wharf; or
   iii. discharge any oily or filthy bilges, toilets, oil, chemicals, spirits, or inflammable materials into marina waters or on the surrounding foreshore and must ensure that all such refuse is disposed of properly in marked receptacles. The Owner will indemnify SHM from any action brought by the Environmental Protection Authority either through the neglect or not of the Owner; or
   iv. discard fish waste/bait/carcasses into the harbour.
9. Swimming or diving within marina waters is prohibited.
10. Children should be accompanied by adults at all times.
11. Domestic pets must be approved by SHM management. Pets must not disturb other marina clients. They should be leashed and escorted at all times whilst on the marina walkways and grounds. Owners must 'pick up' after their pets.
12. Laundry of any type or any item of a personal nature shall not be hung to dry out, or air aboard the Vessel in public view.
13. It shall be unlawful for the Owner, operator, or person in charge of any vessel to remove the Vessel from marina areas without permission of the Manager or Duty Officer when the Vessel's berthing account is in arrears.
14. A speed limit of a maximum of 4 knots is to be observed within, departing from, or when approaching the entrance to the marina area. When entering or leaving the marina waters, observe standard procedures. Always keep to the right.
15. Mooring lines are the responsibility and at the cost of the Owner. Such lines should be checked regularly by the Owner for condition and wear. If the Manager / Dockmaster deem your mooring lines to be insufficient or in a worn condition, they will contact you with a quote to replace or a time frame for you to replace them. If lines are not replaced by requested time frame they will be replaced, and an invoice issued to cover costs. It is the Owner's responsibility to secure all mooring lines to their respective bollards when vacating a berth. Lines must not be permitted to float on the waterways.
16. All power cords must be kept in good working order and must be certified and comply with State Regulations. The lead should be an Australian Standard, a minimum of 15amp, ultraviolet stabilised casing & socket; casing to be terminated within the plug housing with no signs of damage or weathering, all leads must be tested and tagged annually to ensure compliance at the Owner's expense. The socket must be kept clean and rust free.
17. The Owner will be provided with an electronic fob or key to marina Facilities. A deposit fee is payable which is refunded when the fob or key is returned. The fob or key remains the property of SHM and shall be surrendered on the termination of this Agreement. In the interest of all Owners, any gates entered must be closed immediately on departure. Duplicate keys are not permitted.
18. It is the Owner's responsibility when leaving the Vessel unattended on marina property to shut off all fuel valves, gas cocks, toilet and pump valves and self-draining scuppers.
19. The fuel wharf is for refuelling purposes only. Berthing a vessel at the refuelling wharf is strictly prohibited. Refuelling the Vessel within marina areas shall only take place at the established refuelling wharf.

20. The Owner shall not, for any reason whatsoever, carry, hold or store any substance on or near the Vessel or marina which is explosive, corrosive, toxic or flammable other than what is necessary for the operation of the Vessel.
21. Vessel tenders must be housed aboard the Vessel whilst on marina property.
22. Commercial Vessel Operations:
    i. All registered commercial & charter vessels must embark and disembark passengers from the harbour Public Jetties unless preauthorised by Shellharbour Marina Management.
    ii. Only vessel crew and authorised personnel may access the marina.
23. Carparking:

    Marina Carparking is limited onsite & surrounding areas, we ask whenever possible to restrict the number of parked vehicles – management reserves the right to manage Carparking facilities both onsite and surrounding areas.

    i. SHM is not responsible for any loss or damage to vehicles parked in any car park or other marina areas.
    ii. No trailers or trailer boats are permitted in the marina car parks.
23. No vessel shall enter or leave marina areas under sail.
24. In the event of an emergency, all clients must follow the directions of the Marina Manager/Duty Officer. After hours emergency telephone numbers are displayed on the gate signage.
25. Dry Storage:
    i. It is the Owner's responsibility to ensure that bungs are in place prior to vessel launching.
    ii. It is the Owner's responsibility to ensure that transducers and trim tabs are trimmed up prior to lifting. iii. Transducers must be pulled up.
    iv. Ensure batteries are in "off" or "isolated" position.
26. Trailer Storage:
    i. It is the responsibility of the Owner to ensure their Vessel is correctly secured on a suitable trailer. All trailers must be road worthy and registered. Vessels and trailers are stored at the Owner's risk.
    ii. Trailers must be placed in the yard at the Managers or Duty Officers direction. SHM reserves the right to relocate trailers within the storage area as necessary.
    iii. The Owner of boats in trailer storage shall give a minimum of 2 hours' notice to retrieve their boat from the yard and minimum 1 hours' notice before the boat is returned.
    iv. The Owner is responsible for transporting the Vessel and trailer to and from the boat ramp for launch. SHM will not conduct any movements outside of the designated storage area.
    v. Vessel returning outside storage yard operating hours of 8:30am to 4:30pm must be legally parked and must not hinder access to either the storage yard or any surrounding driveways.
27. Undercroft Storage:
    i. SHM provides undercroft storage facilities at the marina ("Undercroft Storage Facility").
    ii. SHM may, at the request of an Owner, and in consideration for payment of a monthly storage fee, provide access to the Undercroft Storage Facility and allocate an Owner a storage space ("Space") for the purpose of storage of the Goods only.
    iii. The person storing the goods must be the Owner of, and/or lawfully entitled to deal with ("Storer"), the Goods.
    iv. The Storer may only access the Space and the Undercroft Storage Facility during the access hours posted by SHM at the Undercroft Storage Facility and must use the access code/card provided by SHM for the purposes of access to the Undercroft Storage Facility.
    v. The Storer is solely responsible for locking the Space and must properly lock the Space at all times when the Storer is not in the Space;
    vi. The Storer must:
        A. not store or bring into the Undercroft Storage Facility any Goods that are hazardous, explosive, environmentally harmful, illegal or stolen and must ensure that Goods stored in the Space are dry, clean and free of vermin and food scraps;
        B. the Storer must not attach nails, screws or any fittings or fixtures to any part of the Space or otherwise alter the Space without SHM's consent;
        C. secure the Space and Undercroft Storage Facility in accordance with any directions of SHM
        D. use the Space solely for the purpose of storage and not for any other activity; and
        E. maintain the Space in a clean and good state of repair.
    vii. The Storer accepts that their use of the Space and the Undercroft Storage Facility is at their sole risk. SHM is not liable for any loss, damage or injury caused by the Storer's use of the Space and the Undercroft Storage Facility, or for loss or damage to any Goods while stored in the Space.
    viii. The Storer consents to entry and inspection by any means including obtaining CCTV or other footage) of the Space by SHM immediately and without notice if in SHM's opinion the entry of the Space is required;
        A. due to an emergency or any threat to property, the environment or human life;
        B. to comply with any laws; or
        C. to comply with any requests by any relevant authority.
    ix. SHM shall notify the Storer as soon as practicable following entry of the Space other than entry on the basis that SHM reasonably suspects a breach of the laws.
    x. SHM may in its absolute discretion and at any time substitute the Space for another space within the Undercroft Storage Facility of similar dimensions and if it does so then the Storer must relocate any Goods to another storage space within the Undercroft Storage Facility (of similar dimensions to the Space).

xi. Any costs incurred by SHM for a security callout caused by the Storer will be at the sole cost of the Storer and will become a liquidated debt that is immediately due and payable by the Storer to SHM.

Cancellation Policy:

Should your circumstances change, as previously arranged with Shellharbour Marina, you should notify the Marina Office as soon as possible. Please be advised the following policies apply.

Peak Season Booking:

2-week period during Easter Holidays & 15th December to 15th January:
Cancellation up to 48 hours prior to arrival date - No fee will be charged
Cancellation with less than 48 hours' notice – 2 nights berthing will be charged

Refunds Policy:

Shellharbour Marina will refund in full any prepaid berthing fees to Shellharbour Marina on advice of cancellation up to 24 hours prior to your arrival date outside of our peak season.

If notified less than 24 hours of arrival date, Shellharbour Marina will charge 1 nights berthing fee at the daily rate.

In an event of No Show, the total cost of the stay will be billed to your credit card provided.

For any further enquiries, please contact us at admin@shellharbourmarina.com.au or phone the Marina office on (02) 4250 4100.