



REGISTRATION FORM

WATERFRONT FACILITIES AGREEMENT

This Agreement is made between the Southport Yacht Club Incorporated ("the Club") and the Customer described in the Schedule below.

The following Schedule must be filled in completely or this form will be returned to you

CUSTOMER DETAILS:				
<u>CUSTOMER NAME:</u> (If a company, also specify name of guarantor)				
<u>HOMEADDRESS:</u> (PO Boxes cannot be accepted)				
<u>CONTACT PHONE:</u>	<u>MOBILE</u>		<u>HOME</u>	
<u>EMAIL:</u>			<u>CAR REGO :</u>	
			<u>TRAILER REGO:</u>	
<u>Are you a Member of SYC?</u>	Yes ☐	<u>MEMBERSHIP NUMBER?</u>		
	No ☐	How did you hear about us?		
VESSEL DETAILS:				
<u>VESSEL NAME:</u>			<u>FLAG?</u>	
<u>VESSEL MAKE:</u>			<u>VESSEL TYPE: (e.g.: yacht)</u>	
<u>REGISTRATION NUMBER:</u>			<u>YEAR MANUFACTURED:</u>	
<u>LENGTH OF VESSEL (LOA):</u>			<u>BEAM:</u>	<u>DRAFT:</u>
<u>VESSEL CONSTRUCTION:</u>			<u>VESSEL CONDITION:</u>	☐ Excellent ☐ Good ☐ Fair ☐
<u>INSURANCE COMPANY:</u>				<u>POLICY NO.:</u>
<u>TERM POLICY COMMENCED:</u>			<u>TERM POLICY EXPIRES:</u>	
<u>SHORE POWER REQUIREMENTS:</u>	☐ 15 ☐ 32 ☐ 63 ☐ 125			
<u>NUMBER OF ACCESS CARDS REQUIRED:</u>				
<u>FACILITY TYPE:</u> ☐ Marina Berth ☐ Swing Mooring ☐ Hardstand Storage (Members only)				
ALL VESSELS MUST BE ADEQUATELY INSURED FOR ANY AND ALL LOSS OR DAMAGE FOR THE DURATION OF THIS AGREEMENT				
ALL TRAILERS IN HARDSTAND STORAGE MUST BE REGISTERED FOR THE DURATION OF THIS AGREEMENT				
A COPY OF YOUR CURRENT VESSEL INSURANCE MUST BE PROVIDED WITH THIS FORM AND RENEWALS MUST BE PROVIDED UPON REQUEST				
SATISFACTORY EVIDENCE OF TRAILER REGISTRATION MUST BE PROVIDED UPON REQUEST				
CREDIT CARD AUTHORISATION - SYC MARINA:				
I authorise for any fees, costs or other amounts owing under this Agreement to be debited from this credit card by the Club. I understand that the Club will send me a copy of the complete payment transactions.				
<u>CREDIT CARD TYPE:</u>	Mastercard ☐ Visa ☐			<u>Other:</u>
<u>CARD NUMBER:</u>				<u>EXPIRY DATE:</u> / /
<u>NAME ON CARD:</u>			<u>CCV</u>	<u>SIGNATURE:</u>

PLEASE READ TERMS AND CONDITIONS BEFORE SIGNING! I warrant that all details as set out in the above Schedule are true and correct. I further warrant that the vessel is adequately insured in all respects and such insurance shall be maintained for the duration of this Agreement. If applicable, I further warrant that any trailer in Hardstand Storage is registered with CTP insurance and shall remain registered and so insured for the duration of this Agreement. I have read, understood and accept each term of this Waterfront Facilities Agreement and the Waterfront Facilities By-Laws. I will supply copies of the vessel's current insurance within 7 days, if not already provided. If the Customer is a company, I personally guarantee all its obligations under this Agreement and I agree to the further guarantee and indemnity terms set out in the terms and conditions. I acknowledge that I have been given the opportunity to obtain legal advice in respect of this Agreement, including the guarantee and indemnity terms.

Customer Name: _____

Customer Signature: _____

Company Guarantor Name: _____

Company Guarantor Signature: _____

SOUTHPORT YACHT CLUB INC. ABN 98 569 906 907
MARINA BERTH/SWING MOORING TERMS AND CONDITIONS
WATERFRONT FACILITIES AGREEMENT TERMS AND CONDITIONS

WHEREAS: A: The Club offers facilities for the storage, mooring and berthing of boats ("the Waterfront Facilities").
B: The Club has agreed to permit the Customer to utilise the Waterfront Facilities on the terms and conditions herein and in the Waterfront Facilities By-Laws ("the By-Laws").

THE PARTIES AGREE AS FOLLOWS:

Definitions - In this Agreement, unless the context requires otherwise:

1. "Agreement" means this Agreement and all schedules or amendments;
2. "Club Facilities" means the Club's external laundry, toilet and shower facilities, sullage, garbage disposal and recycling facilities, car parking facilities, and their connecting paths and walkways;
3. "Customer" means SYC Gold (or equivalent) Member, or visitor, berthing in the marina, and / or utilising the facilities
4. "Hardstand Storage" means the members-only boat and trailer storage bays located at Macarthur Parade, Main Beach, Queensland;
5. "Force Majeure" includes any event or circumstance beyond the reasonable control of the Club;
6. "Marina" means the business of providing berths and swing moorings for the mooring of boats within the Southport Boat Harbour adjoining the Club's premises at Macarthur Parade, Main Beach, Queensland;
7. "Party" or "Parties" means the parties to this Agreement;
8. "Fees" means the fees payable by the Customer to the Club in accordance with this Agreement;
9. "Vessel" means the vessel identified in the Schedule; and
10. "Waterfront Facilities" means the Club's marina berths, swing moorings and/or Hardstand Storage.

Use, Fees and Prohibitions:

- (a) In consideration for the Fees, the Customer shall be entitled to a non-exclusive licence for the use of the specific Waterfront Facilities selected in the Schedule and to the reasonable use, in common with others, of the Club Facilities in accordance with the terms of this Agreement and the By-Laws.
- (b) The Fees are payable in the amounts (and in advance for the applicable periods) specified from time to time on the Club's website (southportyachtclub.com.au). The Fees are subject to change.
- (c) Interest shall be payable by the Customer on any outstanding Fees (or costs or other amounts owing under this Agreement) at a rate of 1.5% per month from the due date for payment until paid in full.
- (d) The Customer may, at the sole discretion of the Club, be required to pay a security deposit in respect of anticipated Fees, costs or other amounts.
- (e) The Customer authorises the Club to apply all or any part of any security deposit towards payment of any Fees, costs or other amounts owing to the Club pursuant to this Agreement or otherwise and any such application does not limit or compromise the Club's rights in any way.
- (f) The Customer can have 1 x berth, 1 x jet ski dock, and 1 x hardstand space per Gold Membership*
- (g) The Customer must use the Waterfront Facilities, Marina and Club Facilities safely, reasonably and appropriately and strictly in accordance with this Agreement, the By-Laws and any directions or policies issued by the Club from time to time. The Customer accepts complete responsibility and liability for the actions and omissions of any of its invitees.
- (h) The Customer shall not advertise or offer for sale the Vessel or any trailer within the Waterfront Facilities. Unless otherwise approved by the Club in writing, marine brokers are not permitted in the Waterfront Facilities.
- (i) No new permanent berth allocations will be made to commercial vessels moving forward. Commercial vessels are prohibited from operating as a commercial or business enterprise from within the Waterfront Facilities*
- (j) The Customer is prohibited from undertaking any major repairs and/or refits of the Vessel or any trailer in the Waterfront Facilities. The definition of "major repairs" is, at all times, at the sole discretion of the Club and is determined on a case-by-case basis. No third-party contractors are permitted to work on any vessel in the Waterfront Facilities without the prior written approval of the Club.
- (k) Unless otherwise approved by the Club in writing, the Customer is prohibited from storing (on the Vessel and any trailer or otherwise within the Marina, Waterfront Facilities or Club Facilities) any hazardous, illegal, stolen, explosive or environmentally harmful goods or goods that may pose a risk to the safety of any property or person. This includes lithium-ion batteries or items containing lithium-ion batteries.
- (l) E-bikes, and other personal electric vehicles, are not allowed to be charged on the marina at any time.
- (m) If a Customer does not own a vessel for over 12 months, then the berth will be forfeited to the Club.*
- (n) If a Customer with a boat that is renting a berth must have the boat in the berth for a minimum of 30 days in a membership year

Constitution, By-Laws and Applicable Laws:

1. The Customer shall not do or direct or permit the doing of any act or the making of any omission which would or might amount to a breach of the Transport Infrastructure Act 1994 (as amended or superseded), the Transport Infrastructure (Gold Coast Waterways) Management Plan 2000 (as amended or superseded), the Environmental Protection Act 1994 (as amended or superseded), any similar legislation, regulations or local laws, the Club's Constitution, the By-Laws and any directions or policies issued by the Club from time to time.
2. The Customer agrees to be bound by and observe the terms of this Agreement whether or not the Customer is a Member of the Club.
3. The Customer acknowledges that it has been provided with an opportunity to review the Club's Constitution and By-Laws prior to entering into this Agreement. The Club's Constitution and By-Laws are available for inspection on the Club's Notice Board.

Insurance and Registration:

- (a) The Customer will maintain, at its own cost and expense, adequate insurance for the Vessel, its contents and fittings with an insurer accredited by the Australian Prudential Regulatory Authority for the duration of this Agreement.
- (b) The policy of insurance must include comprehensive indemnity coverage for the total current market value of the Vessel, its contents and fittings (including tiedown lines, attachments, lifting straps, etc) and for salvage and/or wreck removal plus minimum liability indemnity coverage of \$10,000,000.00 for damage to other vessels, Club or other property, bodily injury, death and public liability.
- (c) The Club may, at any time during or after the termination of this Agreement, require the Customer to produce to the Club, a copy, or a further copy, of the relevant certificate or policy of insurance.
- (d) The Customer will (in respect of Hardstand Storage) maintain, at its own cost and expense, the registration and compulsory third-party insurance of any trailer for the duration of this Agreement. The Club may, at any time during or after the termination of this Agreement, require the Customer to produce to the Club, a copy, or a further copy, of any registration certificate or other suitable evidence of registration.

Warranties, Limitations and Indemnities:

1. The Customer agrees and warrants that:
 - 1.1 it has conducted its own research in respect of the sufficiency, safety or adequacy of the Waterfront Facilities, Marina and/or Club Facilities and has not relied on any advice, warranty and/or representation by or on behalf of the Club;
 - 1.2 the Vessel (and/or any trailer) is moored or stored within the Waterfront Facilities at the Customer's own risk and the Club will not be responsible for any loss or damage to the Vessel or its contents or fittings or for any injury or loss sustained by the Customer, its agents, guests, crew, visitors or contractors howsoever caused including, but not limited to, by reason of any theft, weather event, accident or Force Majeure;
 - 1.3 the Vessel is in a seaworthy condition and is registered, identified, marked, equipped and maintained as required by law and will remain that way at all times during this Agreement; and
 - 1.4 it is the registered and beneficial owner of the Vessel or otherwise has the legal authority of such owner to bind them to this Agreement on a joint and several basis with the Customer.
2. The Australian Consumer Law (and similar consumer protection laws and regulations) may confer the Customer with rights, warranties, guarantees and remedies relating to the provision of the Marina, Waterfront Facilities and Club Facilities which cannot be excluded, restricted or modified ("Consumer Law Rights"). If the ACL applies, nothing in these terms excludes the Customer's Consumer Law Rights. The Customer agrees that the Club's liability for the Marina, Waterfront Facilities and Club Facilities is governed solely by the ACL and these terms. Subject to the Customer's Consumer Law Rights, the Club excludes all express and implied warranties, and all material, work and services are provided without warranties of any kind, either express or implied, whether in statute, at law or on any other basis. This clause survives the termination of this Agreement.
3. Subject to the Customer's Consumer Law Rights, to the maximum extent permitted by law:
 - 3.1 the Customer releases and indemnifies the Club (and its officers, agents and employees) in respect of any and all claims, losses, costs or expenses (including legal costs on the indemnity basis) howsoever arising directly or indirectly in connection with:
 - 3.1.1 any breach of the Customer's warranties herein or any other term of this Agreement by the Customer; and/or
 - 3.1.2 the mooring, launching, storage, occupation or moving of the Vessel; and/or
 - 3.1.3 the use by the Customer or its crew, guests, visitors, invitees or licensees of any the Waterfront Facilities, Club Facilities and/or the Marina; and/or
 - 3.1.4 any injury (fatal or non-fatal) to any person or property (including the Vessel) or any consequential use of the Waterfront Facilities, Club Facilities and/or the Marina.

MARINA BERTH/SWING MOORING TERMS AND CONDITIONS

- 3.2 the Club shall not be liable to the Customer for any loss or damage arising from or caused by the injury, illness or death of any person in connection with any use of the Waterfront Facilities, Club Facilities, Marina or other Club property; and
- 3.3 the Club's aggregate liability for any loss or damage arising from or in connection with this Agreement will be limited to the Fees paid by the Customer to the Club in the three months immediately preceding the act, event or omission giving rise to the liability.
4. Should the Club (or its officers, agents or employees) suffer, incur or become liable for any demand, claim or action for any loss, damage, costs, expenses or liability by reason of any act or omission of the Customer (or the Customer's invitees, agents, employees, crew, guests, visitors or licensees, or any person for whose actions the Customer is vicariously liable) the Club (or its officers, agents or employees, as the case may be) shall be entitled to a lien upon the Vessel and its equipment and contents (and any trailer) as security for performance of the Customer's obligations under the indemnities in this Agreement and may, at the Customer's own expense, detain the Vessel (and any trailer) until the Customer's obligations under this Agreement have been satisfied in full or to the satisfaction of the Club.

Additional Security:

- (a) If the Customer is a company, the director or authorised agent of the company ("the Guarantor"), upon execution of this Agreement, hereby undertakes and guarantees the payment by the Customer to the Club of all and any monies payable by the Customer to the Club under this Agreement, including any Fees, costs, expenses or other amounts owing to the Club pursuant to the terms of this Agreement.
- (b) The Customer hereby acknowledges and agrees that the Club may, at any time and as security for the payment of all monies due and payable under this Agreement, register a security interest over the Vessel (and any trailer), pursuant to the provisions of the *Personal Property Securities Act 2009 (Cth)* ("PPSA") and hereby unconditionally authorises the Club to register such security interest over the Vessel in accordance with the PPSA upon the execution of this Agreement. The Customer's unconditional authority for the Club to register a security interest in accordance with the provisions of the PPSA is not affected by any other clause contained in this Agreement or the provision of any other security by the Customer to the Club pursuant to the terms of this Agreement, including any guarantee provided.
- (c) The Customer (and to any extent required, the Guarantor) charges the Vessel (and any trailer) as security for the payment of the Fees, costs, expenses and any other amounts owing to the Club under this Agreement or otherwise ("the Charge").
- (d) In the event that an amount of money is owing by the Customer to the Club (for any reason whatsoever) under this Agreement, the By-Laws or on any other basis, and such amount of money remains unpaid for a period of 7 days following any written demand for payment by the Club, the Customer acknowledges and agrees that the Club may take such action as it considers appropriate (at its sole discretion) to recover such money from the Customer, including (without limitation and in addition to all other legal rights) taking possession of and effecting a sale of the Vessel pursuant to the Charge (by use of a receiver or otherwise) and to deduct and retain the money owing (and any consequential costs or expenses or other amounts owing to the Club, including receiver or legal costs on an indemnity basis) from the proceeds of such sale.

Miscellaneous:

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and contains all the representations, warranties, covenants and agreements of such parties. This Agreement supersedes all prior negotiations, contracts, arrangements, understandings and agreements with respect to such subject matter.
2. A waiver is not effective unless it is in writing.
3. Unless otherwise expressly provided, all covenants and agreements on the part of two or more people who comprise a single party shall be deemed to bind each of them severally and any two or more of them jointly.
4. Any notice or communication required to be given to the Customer pursuant to this Agreement shall be valid if sent by post or email to the Customer's nominated addresses in the Schedule.
5. This Agreement shall be governed and determined in accordance with the laws of Queensland and the parties hereby submit to the non-exclusive jurisdiction of the Courts of that State.
6. If any term of this Agreement is determined to be invalid, illegal or unenforceable, such term shall be severed from this Agreement and the remaining terms shall remain in full force and effect.
7. If the Customer shall, with or without the consent of the Club, remain in occupation of the Waterfront Facilities after any termination of this Agreement, the Customer shall (in the absence of any agreement in writing to the contrary) continue to be bound by the terms of this Agreement and shall remain liable for the payment of the Fees until it ceases occupation of the Waterfront Facilities.

Uncollected Goods:

1. The Club hereby gives notice to the Customer that vessels and/or trailers accepted by the Club for mooring or storage within the Waterfront Facilities are (at the sole discretion of the Club) subject to the *Disposal of Uncollected Goods Act 1965* (as amended or superseded) which confers upon the Club a right of sale exercisable in certain circumstances after an interval of not less than six months from the date on which such vessels and/or trailers are ready for re-delivery to the Customer, such date being that upon which the Club gives the Customer written notice to remove the Vessel and/or trailer.
2. If the Customer leaves any unattended items, goods or equipment in the Waterfront Facilities ("Abandoned Goods") in breach of this Agreement and fails to collect the Abandoned Goods within 7 days of written notice by the Club, the Customer authorises the Club to dispose (including by sale) of the Abandoned Goods (regardless of their nature or value) without any liability to the Customer and without having any obligation to inspect and/or value the Abandoned Goods.

Termination and Relocation:

- (a) This Agreement may be terminated by the Club (without notice) if the Customer is in arrears in the payment of any Fees, costs or other money payable pursuant to this Agreement or has otherwise breached any term of this Agreement, the Club's Constitution or the By-Laws.
- (b) Upon any such termination, the Vessel and any trailer must forthwith be removed from the Waterfront Facilities by the Customer, and the Club may forthwith or at any time thereafter enter upon and remove the Vessel and any trailer from the Waterfront Facilities and move or otherwise moor or store it in a safe place as determined by the Club PROVIDED ALWAYS that the cost of such removal, mooring and/or storage plus all Fees, costs or other amounts owing under this Agreement (including legal or other costs incurred by the Club by reason of the Customer's breach) shall be paid by the Customer before delivery of the Vessel or trailer by the Club to the Customer. The Club shall not be responsible or liable at the suit of the Customer for any damage or loss which results from any such movement, storage, relocation or re-mooring of the Vessel and/or trailer.

Power of Attorney:

1. To any extent required for the purposes of giving effect to the terms of this Agreement, the Customer irrevocably appoints the Club and each person who is, at the time of exercise, a Board member of the Club as the Customer's attorney. Each attorney appointed under this clause may act individually or collectively. If the Club requests, the Customer agrees to formally approve anything an attorney does under this clause and this Agreement.
2. If any right to sell or dispose of the Vessel (and/or any trailer) arises under this Agreement in favour of the Club, an attorney may do anything reasonably required to facilitate the sale or disposal of the Vessel (and any trailer) and may exercise their powers even if this involves a conflict of duty or they have a personal interest in doing so.

*Variations of these Terms and Conditions can be made via written request to the Board.