

Keppel Bay Marina & Boatyard

Trade Access Application



For all tradespeople and contractors working at Keppel Bay Marina and in KBBY

Trade Access Application

| | | | |
|----------------|-----|----------------|--|
| company name | | contact | |
| street address | | postal address | |
| phone | fax | mobile | |
| e-mail | | | |

BUSINESS DESCRIPTION / LIST OF KEY RELEVANT SERVICES

| Description | Approved Y/N |
|-------------|--------------|
| | |
| | |
| | |

ATTACHMENTS please tick current to (date)

| | | |
|--------------------------|----------------------------------------------|--|
| <input type="checkbox"/> | public liability insurance cover note | |
| <input type="checkbox"/> | ship repairers liability cover note | |
| <input type="checkbox"/> | workers compensation certificate of currency | |
| <input type="checkbox"/> | third party motor vehicle insurance | |
| <input type="checkbox"/> | White Card or equivalent for all employees | |
| <input type="checkbox"/> | EPA certification | |
| <input type="checkbox"/> | Memberships / Accreditations (please list) | |

EMPLOYEES LIST

| name | mobile contact | relevant qualifications |
|------|----------------|-------------------------|
| | | |
| | | |

I, _____ on behalf of _____ vouch that I, _____ and all the employees listed above have read, fully understand and agree to the terms of

- Permit to Occupy**
- Site Induction**
- Terms & Conditions**
- Access Policy**
- Environmental Authority #0770000081**

_____ sign

_____ date

Keppel Bay Marina Approval For Access

| | | |
|------------------------|------|------|
| Keppel Bay Marina name | sign | date |
|------------------------|------|------|

PERMIT TO OCCUPY

OWNER DETAILS

| | |
|-----------------------------------------------------------------------------------------------------------------------|----------|
| Name | |
| Address | |
| Town | Postcode |
| e-mail | |
| please tick this box if you DO NOT wish to be included on our database & receive newsletters <input type="checkbox"/> | |
| mobile | phone |
| alt contact | phone |



VESSEL DETAILS

| | | |
|--------------------------------------|-------------------------------|------|
| Vessel Name | | |
| monohull / multihull | Registration | |
| Length overall incl all overhangs | Draft | Beam |
| Make | Model | |
| Insurer | Policy # | |
| 3phase Y / N | commercial vessel? Y / N | |
| Berth # | Arrival Date | |
| LiveAboard ___ A ___ C | Short / Long term berthing | |

longer term **discounts apply for payments in advance** only

all berthing **not paid in advance** must be paid at **day rates**

visiting boats may only credit days paid **in advance** to weekly discount + liveaboard (within first 4 days of arrival)

I, **the occupant** hereby acknowledge having read and understood and **agree to abide by the Terms and Conditions printed hereon** and in accordance with clause 31 of those Terms and Conditions do hereby indemnify Keppel Bay Marina and the Marina Management in the use of or the attempted use of the Marina at any time.

name (please print) signature date

Marina Management hereby approves this permit to occupy and acknowledges receipt of \$ _____

name (please print) signature date

terms and conditions

Marina Management refers to the Manager of Keppel Bay Marina or his/her representative.
Occupant refers to owner/s and occupant/s of vessels using the Marina and their guests or invitees.
Marina refers to Keppel Bay Marina, its floating pontoons, boatyard, travelift, buildings, associated land & water leases.

- The Occupant warrants and guarantees to the Marina Management that any vessel brought into the Marina by the Occupant and/or by any agent, invitee and/or permittee of the Occupant shall at all time whilst in the Marina be and be maintained in a **seaworthy condition** and under that vessel's own power and that any such vessel shall at the Occupant's cost and by the Occupant's action as may be required, be registered, identified, marked, equipped and maintained as required by and in compliance with any relevant law, by-law, regulation and/or ordinance and normal **safe boating practice** and any requirement of any competent authority.
- Any vessel entering the Marina shall at all times whilst that vessel is within the Marina be **subject to the directions of the Marina Management** and shall berth, manoeuvre, enter and leave within, to and from the Marina as may be directed from time to time by the Marina Management full time.
- Berthing payments made apply to the berthing of the vessel for owner as stated on the permit to occupy, are **not berth specific and are non transferable, non saleable and non refundable.**
- Allocation of Marina berths are at the sole discretion of the Marina Management and **no changes of berth shall be made without permission** of the Marina Management. The Marina Management may **allocate an alternative berth** from time to time and upon such alternative allocation, the Occupant shall forthwith and in accordance with any direction given by the Marina Management, move the vessel to such reallocated berth. In the event that the Occupant shall fail to move the vessel to such reallocated berth as aforesaid, the Occupant hereby authorises and requests that the Marina Management take all such measures as are necessary to move the vessel to such reallocated berth at the risk and expense of the Occupant.
- The Occupant shall be responsible for maintaining and shall **maintain the berth and its immediate surroundings in a thoroughly clean and tidy state** with walkway clear and accessible at all times. No vessel shall be moored in any berth so that any part or parts of the vessel, in particular the anchor, bow sprit of davits overhang or obstruct any walkway or pontoon, or so that any other part of the vessel is outside the berth area. Dinghies are not permitted to be stored in the water.
- The Occupant shall **effect any insurance** as may be required by the Marina Management as a condition of the grant and continuance of this Permit to Occupy and shall produce to the Marina Management upon request evidence of such insurance having been effected and evidence of currency of such insurance. Any such required insurance shall be maintained at the occupants expense during the continuance of this Permit to Occupy.
- The Occupant will provide to the Marina Management a functioning set of current **keys for the main door hatch and ignition** of any vessel occupying any berth in the Marina. In the event the Marina Management believes an emergency or any imminent danger to exist, the Marina Management may at its discretion move any vessel within the Marina at the risk and expense of the owner of such vessel and/or the Occupant as the case may be, and using such assistance and equipment as may be held necessary by the Marina
- Management. The Occupant hereby authorises the Marina Management to enter and/or move any vessel in the case of an emergency situation which may be held at the discretion of the Marina Management to exist.
- Save and except for such works as may be authorised and permitted to be carried out within the Marina, the carrying out of **repairs and/or refitting of vessels within the Marina is prohibited** with the exception of minor repairs capable of being undertaken by the Occupant and where such minor repairs are permitted at the discretion of the Marina Management.

- 10 The Occupant shall not permit their vessel, the subject of this Permit to Occupy, to become unsightly or dilapidated so as to **reflect unfavourably on the Marina** as a whole. Any said vessel shall be kept by the Occupant or shall be caused by the Occupant to be maintained in accordance with seaman like practice and in compliance with any relevant law, by-law, regulation, ordinance or requirement of any competent authority including, inter alia, the provision of adequate safety and fire fighting equipment on board in good working order and condition. The decks and other external areas of any vessel within the Marina shall be kept free and clear of debris, bottles, papers, trash and other unsightly material at all times, save and except where this requirement has been waived in writing by the Marina Management in relation to a particular vessel for a specified time.
- 11 The Occupant shall notify the Marina Management immediately if the Occupants vessel is **unable to move under its own normal motive power**.
- 12 **Garbage** and/or refuse of any kind shall within the Marina only be **placed in the rubbish bins** provided by the Marina management. The Occupant shall not put, cast or cause or suffer to fall from anywhere within the Marina area any litter, filth, sewage, dry or wet refuse or waste materials into the Marina waters.
- 13 **No open discharge toilet [Marine head] on any vessel within the Marina shall be used under any circumstances** whilst such vessel is in the Marina.
- 14 The **discharge** of any oil, grease, fuel or oil impregnated water or bilge water or any contaminates or pollutant into the Marina waters is **prohibited**. The Occupant shall strictly observe and comply with the provisions of the Environmental Protection Act 1994 and any other statute, regulation, by-law, and/or any other proper requirement of any relevant authority pertaining in any way to the Marina and/or to any vessel within the Marina.
- 15 **Disorderly conduct** and/or the causing of any nuisance whether by noise or behaviour and/or any other activity within the Marina is **prohibited**.
- 16 **Swimming, diving and/or fishing within the Marina is prohibited**.
- 17 **Any child** within the Marina must at all times be accompanied by and **supervised** by a responsible and competent adult.
- 18 Save and except for registered seeing eye **guide dogs**, **no non-human** animal is permitted in the Marina or on any vessel in the Marina, except at the discretion of and on any conditions which may be imposed by the Marina Management.
- 19 **No laundry of any type or any item of personal apparel shall be hung out to dry** or air in public view on board any vessel or any place on any walkway or any other place in the Marina, save and except any area which may be designated for such use from time to time by the Marina Management.
- 20 **Advertising and/or soliciting** of any type and/or from any vessel within the Marina area is **prohibited**, save and except with the prior written consent of the Marina Management which consent may be withheld at the Marina Management's discretion or granted subject to any condition the Marina Management sees fit to impose on such consent.
- 21 **Only approved electrical power 15 amp and three phase leads showing the necessary inspection tag** will be permitted to be used to connect power from the Marina services pedestals to the Occupant's vessel.
- 22 The Occupant and any vessel using the Marina power supply to any berth do so **at their own risk**. Neither the Marina nor the Marina Management make any representation or give any warranty as to the suitability of the power supply for any purpose for which it may be used by The Occupant and/or any vessel. Neither the Marina Management nor the Marina shall be liable or in any way responsible for any loss, damage or any other occurrence in any way caused by or arising from the power supply, its failure, its interruption, discontinuance or fluctuation.
- 23 Water supply available to each berth is available for use for that berth only. The Occupant must provide their own hose which must be stored when not in use, so as not to present a hazard to other users of the Marina. Hoses must not be left unattended while not in use. **Fire hoses or hydrants must not be used for any purpose other than fire fighting**, testing and any other proper use to which they may be put from time to time by the Marina Management.
- 24 **Mooring lines and fenders** are to be **provided by The Occupant** and in the opinion of the Marina Management, must be of adequate strength and condition in relation to the vessel being secured.
- 25 All **halyards and lines** on any vessel berth in the Marina shall at all times be positioned and secured so as **not to cause any noise, nuisance** or inconvenience to any person. Any nuisance or inconvenience which, in the opinion of the Marina Management, is being caused to any other Occupant or person within the Marina by halyards and/or lines may be rectified by the Marina Management at the Occupants expense.
- 26 Vessel speed in the Marina shall be such as to cause no inconvenience or damage to any person or other vessel in the Marina. The Marina Management may from time to time, at its absolute discretion, **impose speed and manoeuvring limits** and/or conditions pertaining to all vessels within the Marina and if thought appropriate by the Marina Management, then to any particular vessel nominated by the Marina Management whilst that vessel is in the Marina.
- 27 **Living on board** vessels in the Marina shall be permitted only with and strictly in accordance with any prior **written approval** and conditions which may be granted and imposed by the Marina Management at its discretion from time to time.
- 28 **Damage** to Marina facilities caused by the actions and/or conduct of The Occupant and/or the Occupant's vessel shall be **repaired** by the Marina Management at The Occupant's expense.
- 29 **The Occupant shall not permit the use of the vessel for any commercial purpose without prior written approval from the Marina Management**, which approval may be granted or withheld at the Marina Managements absolute discretion and where granted may be on such conditions as the Marina Management sees fit to impose.
- 30 During the term of this Permit the Marina Management may at its sole discretion **vary** any and/or all of the **rules and conditions** pertaining to this Permit. The Marina Management reserves the right to withdraw any discretionary permission granted and to vary and/or terminate any conditions imposed at any time. The Occupant will be notified in writing of any such withdrawal, variation or other change to such rules, terms and conditions. Any notice given or required to be given to the Occupant shall be deemed to have been effectively given if either mailed to The Occupant's address given on this Permit to Occupy, or placed conspicuously aboard the vessel to which this Permit to Occupy relates.
- 31 This Permit to Occupy remains valid unless cancelled by the Marina Management.
- 32 The **Marina Management** and/or the Marina **shall not be liable** for and do not accept responsibility for, the safety of any vessel, other craft, motor vehicle, trailer or any other property in or about the confines of the Marina or any vessel within the Marina, nor for the adequacy or otherwise of the Marina, or of any berth therein or any other part of the facilities of the Marina and they or either of them shall not be liable to any Occupant or any other person for any loss or damage to property incurred or suffered within the confines of the Marina, whether the same occurs as a result of negligence or otherwise howsoever and whether or not attributable to the acts or defaults of any of them or their respective servants or agents or contractors or otherwise howsoever. The Occupant acknowledges and agrees that this is a fundamental term and condition of the Permit to Occupy.
- 33 The Occupant shall **indemnify and keep indemnified** and save harmless the Marina and the Marina Management from and against any loss, damage, claim, demand, action, suit, proceedings, cost and/or expense suffered by, sustained by or brought against or made upon the Marina Management, the Marina and/or The Occupant by reason or in consequence of or in any way in connection with or pursuant to the use or attempted use of the Marina in accordance with or pursuant to this Permit to Occupy.
- 34 Neither the Marina Management nor the Marina shall be deemed to be bailee of any items for any purpose whatsoever.
- 35 This Permit to Occupy is **issued subject to** the provisions from time to time of any **relevant statute**, regulation, ordinance, by-law and published policy and/or guideline of any competent Local Authority, the State of Queensland and/or the Commonwealth of Australia in any way pertaining to the Marina and/or any vessel and/or person within the Marina.
- 36 The Occupant hereby acknowledges and agrees that **any contravention or non-compliance** by The Occupant with any of the terms and conditions herein contained or as may be varied from time to time as herein provided may at the absolute discretion of the Marina Management result in the **immediate cancellation** of this Permit to Occupy.

Boatyard Service Request



Including Terms and Conditions

| | | | |
|-------------------------|-----|-------------------------|--|
| Vessel | | | |
| Haul Out Date | | | |
| Owner Name | | | |
| Phone Contact | | | |
| Email | | | |
| Insurance | | | |
| Length Overall | | Beam | |
| Vessel Type | | Estimated Weight | |
| Antifoul Type | | Antifoul Colour | |
| Sling Position Markers? | Y/N | | |

KEPPEL BAY BOATYARD agrees to **provide its Boatyard services on the Terms and Conditions set out on this form.** The Terms and Conditions of the Keppel Bay Marina Permit To Occupy, Environmental Authority #0770000081 and Boatyard Access Policy form part of these Terms and Conditions.

I/We the Owners of the vessel **fully acknowledge that the Terms and Conditions have been read and understood** by us prior to entry of our vessel or ourselves to the Boatyard and we agree to be bound by such terms and conditions.

I/We the Owners agree to pay the charges for this booking before re-entry to the water and for any additional work or services performed by Keppel Bay Boatyard on our behalf. I/We fully understand that Keppel Bay Boatyard operates on a "NO CASH – NO SPLASH" basis.

Direct deposit must be completed the day prior to relaunch to allow funds to clear NAB 084-901 a/c 66076 7020. Credit Card and Cash accepted on the day of relaunch

I/We agree that I have been **advised of the rules and policies regarding contractors** working on the hardstand and terms of access, and agree that it is my responsibility to ensure contractors I engage follow those rules and policies.

I/We undertake to ensure that the **lifting points are clearly indicated** and I agree that I accept responsibility for the positioning of the slings whether marked or not. I/We understand costs associated with incorrect information provided by the vessel owner will be added to the final invoice.

Sign Owner/Authorised Agent

Print Name

Date

*** each page of Terms and Conditions must be initialled to confirm understanding



Boatyard Terms & Conditions

1. The Terms & Conditions of the **Permit to Occupy** form part of these terms and conditions.
2. Vessel Owners, Contractors and/or Contractors Employees must **complete a Site Induction and provide evidence of a White Card or equivalent** prior to accessing the Boatyard and **must sign in at the Boatyard Office**.
3. Keppel Bay Marina reserves **the right to deny access to the Boatyard** to any Owner and/or Contractor not complying with the Terms and Conditions.
4. Boatyard Operates **7.30am to 3.00pm Monday to Friday** excl public holidays, fees for after-hours emergency access apply.
5. **All accounts must be paid in full before the boat leaves the Boatyard.**
6. Vehicular access to the Boatyard with approval and prior arrangement only, evidence of Third Party Motor Vehicle Insurance required.
7. Damage caused by the actions and/or conduct of the Owner and/or Contractor and/or the Owner/Contractors Vehicle shall be reported to Boatyard Management forthwith. The Boatyard will arrange to repair such damage at the Owner/Contractors expense.
8. Vessel Owners and Contractors shall at all times comply with the requirements of the **Workplace Health and Safety Act** and any other statute amending or replacing the same, particularly in the use of hard hats, face masks, eye protection, hair nets, protective clothing and **safe footwear** at all times in the Boatyard.
9. Any vessel entering the Boatyard shall at all times whilst that vessel is within the Boatyard be subject to the **directions of Boatyard Management**.
10. The Owner shall be responsible for maintaining and shall maintain the site and its immediate surroundings in a thoroughly clean and tidy state at all times. Keppel Bay Boatyard will **charge for any clean up** not completed by the owner.
11. The Owner shall affect at its own expense such insurance as may be required by Boatyard Management as a condition of acceptance of the vessel in the Boatyard and shall produce to Boatyard Management upon request evidence of such insurance having been effected and of the currency of such insurance.
12. **The carrying out of repairs and/or refitting of vessels within the Boatyard by the Owner are prohibited unless approved in advance by Boatyard Management** at its discretion specifying the times within which such approval is granted.
13. Vessel Owners and Contractors are **not permitted to do work which carries significant environmental risk**, this includes but is not limited to sanding, painting and antifouling.
14. Owner may only have self and one approved assistant** safely attired working on vessel, strictly **no visitors** to Boatyard. Keppel Bay Boatyard will charge on a time basis for repair advice and assistance to the owner. Details of **work to be completed by owner must be submitted** to Keppel Bay Boatyard in advance for approval, restrictions apply. **Any persons engaged in or qualified as a tradesperson (eg mechanics) must fulfil the requirements of **authorised contractors** and will be treated as such.
15. Only **authorised contractors** with documentation and current insurance, fulfilling all requirements and approved by Keppel Bay Marina may enter or work on vessels in Keppel Bay Marina, including all land areas, pontoons, onboard vessels and in the Boatyard. Applications for authorisation are available from Marina or Boatyard Management.
16. Details of **work to be completed by authorised contractors must be submitted** to Boatyard Management in advance for approval.
17. A minimum access fee of \$50 per contractor/owner/week or part there of working on a boat will be charged to the boat owner for this work, for extended projects, additional charges will apply.
18. Hire fees apply for all Keppel Bay Boatyard equipment used eg acrow props, access platforms. Labour fees apply for all assistance and/ or advice given to owners and /or contractors.



19. **Hardstand fees apply for all days vessel is out of the water.** Keppel Bay Marina does not credit long term berthing paid in advance for the time a vessel is absent from the berth and Keppel Bay Boatyard does not credit additional hard stand days resulting from delays in a project. **The vessel Owner is responsible for the coordination of any or all contractors in completing a project within the anticipated timeframe.**
20. Only approved electrical power 10 amp, 15 amp and three phase leads and power tools showing the necessary inspection tag will be permitted to be used to connect power from the Boatyard service pedestals/outlets to the Owner's vessel. All electrical equipment to be provided to Boatyard Management for inspection prior to commencement of work.
21. The Owner of any vessel, or Contractor using the Boatyard power supply to any site do so at their own risk. Neither Keppel Bay Marina nor Boatyard Management make any representation or give any warranty as to the suitability of the power supply for any purpose for which it may be used by the Owner or Contractor. Neither Boatyard Management nor the Keppel Bay Marina shall be liable or in any way responsible for any loss, damage or any other occurrence in any way caused by or arising from the power supply, its failure, its interruption, discontinuance or fluctuation.
22. The Owner shall not permit their vessel to become unsightly or dilapidated so as to reflect unfavourably on the Boatyard as a whole. Fees for clean up or rectification will apply.
23. Allocation of a Boatyard site is at the sole discretion of Boatyard Management and no changes of site shall be made without permission of Boatyard Management. Boatyard Management may of his own volition allocate an alternative site from time to time. If the owner requests an alternative allocation, and this is agreed to by Boatyard Management Boatyard Management shall take all such measures as are necessary to move the vessel to such reallocated site at the risk and expense of the Owner.
24. **Contractors and Vessel Owners are responsible for the containment of all waste and pollution** at all times while working on a vessel in the Boatyard. The discharge of any oil, grease, paint, fuel or oil impregnated water or bilge water or any contaminates or pollutants in the Boatyard are prohibited. Vessel Owners and Contractors shall strictly observe and comply with the provisions of the Environmental Protection Act 1994, Environmental Authority #0770000081 and any other statute, regulation, by-law, and/or any other proper requirement of any relevant authority pertaining to their vessel whilst in the Boatyard. Should accidental discharge/spillage occur it will be cleaned up to the satisfaction of Boatyard Management. **Should Keppel Bay Boatyard have to clean up the discharge/spillage the owner will be charged accordingly.**
25. Disorderly conduct and/or the causing of any nuisance whether by noise or behaviour and/or any other unacceptable activity within the Boatyard is prohibited.
26. No alcohol under any circumstances is to be brought to or consumed in Boatyard and **smoking is strictly prohibited.**
27. No child is permitted within the Boatyard under any circumstances.
28. No animals of any kind are permitted in the Boatyard or on any vessel in the Boatyard, except at the discretion of and on any conditions which may be imposed by Boatyard Management.
29. The vessel Owner acknowledges and declares that any boat placed in the Boatyard pursuant hereto and any chattels in or upon or fixed thereto are not placed in the custody of Keppel Bay Marina, that Keppel Bay Marina is not in possession of the same unless and until Keppel Bay Marina exercises any rights of seizure over the said boat which it may have in respect of any monies owing by the vessel Owner to Keppel Bay Marina or otherwise.
30. The Owners' boat is transported and stored pursuant hereto on the hardstand area entirely at the risk of the Owner and shall at all times remain at the risk of the Owner. Keppel Bay Marina shall not either directly or vicariously nor shall any servant, agent or employee of Keppel Bay Marina be liable in negligence or otherwise for any damage to or theft or loss of the boat or any tackle, goods gear machinery or other property thereon whilst on the hardstand or on the Travelift no matter how or from what cause such loss or damage may arise or occur including (but without limiting the generality of the foregoing) loss or damage caused by the removal of the boat by any person not authorised by the Owner to remove it whether such removal was permitted by Keppel Bay Marina or not.



31. Keppel Bay Marina shall not either directly or vicariously nor shall any of its servants, agents, employees or invitees be liable in negligence or otherwise for any injury loss or damage sustained or suffered by the Owner or any other person on the hardstand area whether on the boat or not or on the Travelift or on the adjacent hardstand or on the marina or inside the adjoining marina buildings no matter how or from what cause such loss or damage may occur.
32. Boatyard Management may at its sole discretion vary any and/or all of the rules and conditions pertaining to this Permit. The Boatyard reserves the right to withdraw any discretionary permission granted and to vary and/or terminate any conditions imposed at any time. The Owner/Contractor will be advised of any changes to such rules, terms and conditions as soon as is practicable. Any notice given or required to be given to the Owner/Contractor shall be deemed to have been effectively given if either e-mailed to the Owner's/Contractor's address supplied to Boatyard Management, or placed conspicuously aboard the Owner's vessel or handed to the Owner/Contractor.
33. Boatyard Management and/or Keppel Bay Marina shall not be liable for and do not accept responsibility for, the safety of any vessel, other craft, motor vehicle, trailer or any other property in or about the confines of the Boatyard or any vessel within the Boatyard, nor for the adequacy or otherwise of the Boatyard, or of any site therein or any other part of the facilities of the Boatyard and they or either of them shall not be liable to any Owner/Contractor or any other person for any loss or damage to property incurred or suffered within the confines of the Boatyard, whether the same occurs as a result of negligence or otherwise howsoever and whether or not attributable to the acts or defaults of any of them or their respective servants or agents or contractors or otherwise howsoever. The Owner/Contractor acknowledges and agrees that this is a fundamental term and condition of this booking.
34. The Owner/Contractor shall indemnify and keep indemnified and save harmless Keppel Bay Marina and Boatyard Management from and against any loss, damage, claim, demand, action, suit, proceedings, cost and/or expense suffered by, sustained by or brought against or made upon Boatyard Management or Keppel Bay Marina by reason or in consequence of or in any way in connection with or pursuant to the use or attempted use of the Boatyard in accordance with or pursuant to this booking.
35. Neither Boatyard Management nor the Keppel Bay Marina shall be deemed to be a bailee of any items of the Owner/Contractor or persons claiming through them for any purpose whatsoever.
36. The acceptance of the vessel into the Boatyard is subject to the provisions from time to time of any relevant statute, regulation, ordinance, by-law and published policy and/or guideline of any competent Local Authority, the State of Queensland and/or the Commonwealth of Australia in any way pertaining to the Boatyard and/or any vessel and/or person within the Boatyard.
37. If any money be owing by the Owner to Keppel Bay Marina whether for use of the Travelift or for use of the hardstand area or otherwise, Keppel Bay Marina shall be entitled to seize the boat so stored or otherwise and shall thereupon have a general lien upon and right of retention of the boat so seized until all sums due by the Owner to Keppel Bay Marina have been paid in full. If the moneys owing remain unpaid for a period of 21 days after Keppel Bay Marina shall have given notice to the Owner of seizure as aforesaid, Keppel Bay Marina shall be entitled without further notice to sell by auction or otherwise the boat seized and any chattels thereon or therein and proceeds of such sales shall be applied first towards the expense of seizure and sale and secondly, the payment of moneys due to Keppel Bay Marina, and thirdly the payment of the balance (if any) to the Owner. Provided always that if there shall be a deficiency Keppel Bay Marina may proceed to recover such deficiency from the Owner in summary manner. The Applicant undertakes to indemnify and save harmless Keppel Bay Marina from all claims, suits and demands made by any person firm or corporation in respect of any chattels received and sold pursuant to the provisions hereof.
38. The Owner/Contractor hereby acknowledges and agrees that any contravention or non-compliance by the Owner/Contractor with any of the terms and conditions herein contained or as may be varied from time to time as herein provided may at the absolute discretion of Boatyard Management result in the immediate cancellation of the booking and/or denial of access to Keppel Bay Marina and/or the Boatyard.

Keppel Bay Boatyard

Site Induction Manual



Operations, Safety and Environmental Induction for Contractors and Vessel Owners

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ACCESS

KBBY Operates between the hours **7.30am-3pm Monday to Friday**. After-hours access is for emergency only, fees apply.

Access by prior arrangement only, approved visitors must **report to Boatyard Office** on arrival and **sign in and out**.

Contractors and Vessel Owners must provide Boatyard Manager **description of work to be completed** prior to haul out of vessel for approval.

Access to hardstand area is restricted to authorised contractors and inducted vessel owners only, with permission of Boatyard Manager.

Definitions

CONTRACTOR – any person employed (for financial gain or otherwise) to work on a vessel owner by another person. Contractors must complete a Trade Access application and provide evidence of insurance and qualifications in advance.

VESSEL OWNER – the registered owner of a vessel. A vessel owner may not bring friends, relatives or employees to work on their vessel.

Friends, relatives or employees of the vessel owner must fulfil the requirements of Contractors.

INSURANCE

All Contractors must carry appropriate insurances and provide copies of the Certificate of Currency on request including but not limited to

- **Public Liability** insurance cover for a minimum of \$10m
- **Ship Repairers Liability** insurance for a minimum of \$5m
- Workcover Qld **workers compensation** for all workers
- Third Party **Motor Vehicle** Insurance for all vehicles brought into KBBY

Keppel Bay Marina Pty Ltd ATF the KBM Trust Trading as Keppel Bay Marina and Keppel Gateway Pty Ltd are to be noted as co-insured on the Liability policies of Contractors.

Vessel owners must provide Third Party Motor Vehicle Insurance for all vehicles brought into KBBY.

SAFETY

The KBBY WHS Policy and Procedures manual provides KBBY staff with safe work methods.

Contractors are obliged to include safe work methods for on site at KBBY in their WHS manuals, ensure all staff are trained accordingly and follow their own safe work methods at all times while on site.

White Card

To ensure KBBY is a safe work site and to satisfy WHS obligations, all contractors and vessel owners working on vessels must hold a Construction **White Card, or the equivalent evidence** of training in, understanding of and commitment to following safe work procedures.

Safety Equipment

All persons accessing the hardstand area are required to wear **high visibility clothing** or vests provided at the Boatyard Office.

Hard hats are provided to be worn at all times when working underneath a raised vessel.

Contractors and vessel owners are to supply their own **ear, eye, dust and any other necessary protection** equipment. Ear, eye and dust protection equipment is available at the Boatyard office, charges for use apply.

Travelift Safety

While the Travelift is operating, all contractors and vessel owners are prohibited from moving around the Boatyard.

Work may continue on a vessel, but all access to and from vessels and across the Boatyard is to cease until the travelift is shutdown and the operator confirms movement is again safe.

Vessel owners and contractors are strictly **prohibited from accessing work pad while a vessel is on the slings** and must not under any circumstances stand under a vessel while it is in the slings.

First Aid

A first aid kit is located in the Boatyard Office.

All incidents requiring first aid are to be reported in an incident report submitted to the Boatyard Manager.

KBBY staff hold current First Aid certification, it is recommended all contractors maintain current first aid certification.

Hazardous Substances

Contractors and Vessel owners **MUST NOT** bring hazardous substances into the yard, without prior authority from KBBY. Applications must be submitted in writing.

Fire Evacuation

All Tradespeople must familiarise themselves with the **Fire Evacuation Plan** displayed in the Boatyard Office including the location of fire safety equipment.

ENVIRONMENTAL

Contractors and Vessel Owners are **responsible for the containment of all waste and pollution** at all times while working on a vessel in the Boatyard.

Restrictions on what work can be done by Contractors and Vessel Owners are enforced to minimise the risk of Environmental contamination, applications including a description of work to be completed must be made prior to hauling a vessel out.

Where approval is given to conduct work with the potential for generation of waste or pollution, evidence must be provided of the Contractor/Vessel Owners plans for containment and disposal of such waste.

All environmental waste generated by Contractors and Vessel Owners is to be disposed of at their cost.

A Spill Kit is located in the paint storage container for emergency clean up of spills, replacement of materials at the cost of the person responsible for the spill.

All costs associated with cleaning a spill, disposing of waste or tidying the hardstand area of a vessel will be charged to the vessel owner and must be paid in full prior to relaunch.

Vessel Owners and Contractors must familiarise themselves with the Environmental Authority ##0770000081 displayed in Boatyard Office. Any **person acting in breach of this authority will be excluded from access** to KBBY and will be held liable for any and all costs associated with the rectification of such breach.

ADVICE AND ASSISTANCE

The KBBY team are happy to provide advice and assistance

Shipwright/technical advice **\$99/hour** ½ hour min
Labourer **\$80/hour** ½ hour min

The KBBY team aim to work to optimum efficiency to provide the best possible value to clients, please respect this and understand that **our team are on the clock**: interruptions, assistance and advice will be billed at the hourly rate.

TRAINING

Contractors are responsible for the training and induction of all staff working under their direction.

Site Induction Training is to be completed on an annual basis by all contractors and from time to time should the necessity be identified.

INCIDENT Reporting

All incidents are reported immediately to the Boatyard Manager and complete and incident report located in the Boatyard office.

APPENDICES

Appendix 1 - Service Request incl Terms & Conditions

Appendix 2 - Permit to Occupy

Appendix 3 - Environmental Authority

Appendix 4 – Certificate of Environmental Support

Appendix 5 – Emergency Procedure Fire

Access Policy

Keppel Bay Boatyard reserves the right to deny access to any person not complying with this Access Policy.



Keppel Bay Boatyard is an industrial site access by prior arrangement only

1. Operates between the hours 7.30am-3pm Monday to Friday.
2. After-hours access is for emergency only, fees apply.
3. Trespassers outside operating hours will be prosecuted.
4. Vessel Owners and Contactors report to Boatyard Office and **must sign in & out**
5. **Safe enclosed footwear** must be worn at all times
6. Vehicles to park in **designated parking area** only
7. Only KBBY staff permitted on Travelift gangway
8. **Access to hardstand area is restricted to authorised contractors and inducted vessel owners only**, with permission of Boatyard Manager.
9. No alcohol or smoking on site
10. No children
11. No pets

Keppel Bay Marina recognises the moral and legal obligations to provide a safe and healthy working environment for Workers, contractors, customers/clients and visitors.

We are committed to implementing and maintaining a clear, thorough WHS Management System that has the support of everyone in the organisation.

Contractors, Vessel Owners and visitors to this worksite must follow any instructions given by Boatyard Management and **must be responsible for their own conduct with regards to safety in this workplace.**

Keppel Bay Boatyard

Environmental Authority

#0770000081

Environmentally Relevant Activities

Boat Maintaining or Repairing Facility; Abrasive Blasting; Boiler Making or Engineering

Table 1: This integrated authority consists of the following part(s):

Part 1: Licences/s

| Applicable Part & Schedule(s) | ERA No. | ERA Name | Lot & Plan | Parish | Location |
|-------------------------------|---------|----------------------------------------|--------------------------|---------|---------------------------|
| Schedule A | 49 | Boat Maintaining or Repairing Facility | Lot 5, 6 & 9 on CP890306 | Rosslyn | Breakwater Dr Rosslyn Bay |

Part 2: Level 2 Approval/s

| | | | | | |
|------------|----|------------------------------|-----------------------|---------|-------------------------------|
| Schedule A | 17 | Abrasive Blasting | Lot 5 & 9 on CP890306 | Rosslyn | Breakwater Drive, Rosslyn Bay |
| Schedule A | 18 | Boiler Making or Engineering | Lot 5 & 9 on CP890306 | Rosslyn | Breakwater Drive, Rosslyn Bay |

The aforementioned description of the ERA(s) for which this authority is issued is simply a restatement of the ERA(s) as prescribed in the legislation at the time of issuing the authority. Where there is any conflict between the above description of the ERA(s) for which this authority is issued and the conditions as specified in this authority as to the scale, intensity or manner of carrying out of the ERA(s) then such conditions prevail to the extent of the inconsistency.

Each part consists of conditions relevant to various issues.

Environmental Authority #0770000081

Registered Name: Keppel Gateway Pty Ltd (Trading as Keppel Bay Marina)

Environmentally Relevant Activities:

Boat Maintaining or Repairing Facility; Abrasive Blasting; Boiler Making or Engineering

SCHEDULE A – INTEGRATED AUTHORITY CONDITIONS

1. CONDITIONS OF RELEASE

- 1.1. Contaminants must not be released to the environment from this environmentally relevant activity in contravention to this Environmental Authority.

2. NOISE

- 2.1. Noise emissions from the premises must not cause an environmental nuisance.
- 2.2. Installation and operation of noise generating equipment must be carried out in a manner that minimises their impacts on neighbouring properties.

3. AIR

- 3.1. Air emissions from the premises must not cause an environmental nuisance.
- 3.2. Odour and visible contaminants, including but not limited to dust, smoke and aerosols must not be released to the environment in a manner that will or may cause environmental nuisance or harm unless such release is authorised by this Environmental Authority.
- 3.3. Notwithstanding any other condition of this Environmental Authority, no release of contaminant, including but not limited to odour, dust, smoke, fume or particulate, is to cause or be likely to cause an environmental nuisance or be determined to be noxious or offensive by an authorised person, is to be released beyond the boundaries of the licensed premises.
- 3.4. Trimming, grinding, sanding and drilling must not be conducted in such a manner that they cause a dust nuisance.
- 3.5. Dust extraction equipment is to be fitted to hand-held equipment to contain dust emitted from the above operations.
- 3.6. All dusty and particulate wastes are required to be bagged prior to disposal.
- 3.7. Transfer of collected dust to waste collection bins must be conducted without causing a dust nuisance.
- 3.8. All dust and abrasive material must be contained in an area that will substantially reduce any incidence of airborne pollution.
- 3.9. If necessary, practicable means or measures are required to be installed to minimise the vaporization of solvents or the release of Volatile Organic Compounds from the premises.
- 3.10. Ensure that lids are placed on all used solvent containers.

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Boat Maintaining or Repairing Facility; Abrasive Blasting; Boiler Making or Engineering

- 3.11. Panel repairs and spray painting operations associated with boats are to be suitably protected by curtains, screens or another approved method of capturing dust, paint and other particles. Curtains and screens should be approximately one and a half (1.5) times the height of the hull being painted/repared and must be secured at ground level to ensure capture of potential contaminants.
- 3.12. Only licensed contractors and employees of the licensee are permitted to perform abrasive blasting works on site.
- 3.13. Only minor fibreglassing repairs are to be conducted on-site by authorised tradespeople and employees of the registered operator in an environmentally responsible manner.
- 3.14. No incineration or open burning is to be carried out on site.

4. WATER

- 4.1. The Environmentally Relevant Activity must comply with the requirements of the Environmental Protection Act 1994, the Water Environmental Protection Policy and any Environmental Protection Order issued by the Administering Authority.
- 4.2. Only rainwater from uncontaminated areas may drain into the stormwater drainage system. If rainwater from contaminated areas is treated to the satisfaction of Council, it may drain into the stormwater drainage system.
- 4.3. Rainfall and stormwater runoff not likely to contact any wastes or contaminants on the premises must be diverted away from any area of the licensed site where contact with wastes or contaminants could occur.
- 4.4. All activities must be conducted in a manner that prevents and/or minimises the contamination of surface stormwater runoff.
- 4.5. Wastewater and other liquid wastes must not be released to stormwater, groundwater or discharged to creeks, rivers, lakes or waterbodies. However, town water that has not been contaminated in any form or suitably treated wastewater may be permitted to enter the stormwater system.
- 4.6. The discharge or release of wastewater or liquids to the sewer from the activity must comply with any Trade Waste Policy that may, from time to time, be adopted by Council. Where no Trade Waste Policy has been adopted, the activity must comply with the requirements of the Manager - Commercial Services.
- 4.7. If no sewer connection is available on site, any wastewater generated is to be:-

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- (a) treated to a standard suitable for acceptance to sewer and stored in an approved manner until removed for disposal at Council's Sewage Treatment Plant by an approved waste transporter, or
 - (b) approval may be given for on site disposal of the wastewater after an EIS has demonstrated no harm to the environment would result, or
 - (c) treated and discharged to a waterbody if approval from all relevant authorities, including Queensland Transport, is obtained.
- 4.8. All work on boats or boat engine components that does or could potentially involve a release, intentional or otherwise, of engine fluids (i.e. oils, etc), or any other contaminant associated with work on boats, is only to be completed on the graded maintenance pad, except as otherwise specified within this Environmental Authority.
- 4.9. Wash-down and maintenance pads are to be made of a suitable impervious surface, e.g. concrete, and graded to a central collection system. The wastewater is to undergo treatment to remove any potential contaminants, including sediment, hydrocarbons, detergents, paints, heavy metals and color pigments.
- 4.10. Sampling and analysis of sediments in Keppel Bay Marina is to be conducted on an annual basis. The sediment sample is to be collected approximately twenty (20) metres out from the base of the revetment wall directly in front of the discharge pipe between the lift out rails / travelift arm and the pontoon. All cores are to be taken to a depth of 1.0m below the bed. The sediments are to be analysed for copper, lead, tin, zinc, chromium, iron, mercury, monobutyl tin, dibutyl tin, tributyl tin and pH. The analysis is to be conducted by a NATA accredited laboratory and the results forwarded to the Administering Authority within one month of receipt.
- 4.11. A copy of results from any water sampling conducted is to be forwarded to the Administering Authority within one month of receipt.
- 4.12. Sawdust from treated timber and other particulates that are potentially hazardous are not to be released to waterways, including water in the service berth. Only biodegradable and natural (e.g. uncontaminated sand) materials are to be released to the water in the service berth.
- 4.13. Waste water entering waterways is to comply with the ANZECC 'Australian Water Quality Guidelines for Fresh and Marine Waters' released in 2000, including levels for tributyl tin.
- 4.14. Environmentally relevant activities are not to be conducted in areas inundated by high tides whilst the area is inundated. All potential contaminants from activities are to be removed prior to inundation by high tides.

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Environmentally Relevant Activities:

Boat Maintaining or Repairing Facility; Abrasive Blasting; Boiler Making or Engineering

4.15. Abrasive blasting is not permitted to be performed in areas where the material may enter waterways. In particular, items in water are not to be blasted without written permission from the Administering Authority.

5. WASTE

- 5.1. The Environmentally Relevant Activity must comply with the requirements of the Environmental Protection Act 1994, all Regulations relating to waste, the Waste Environmental Protection Policy and any Environmental Protection Order issued by the Administering Authority.
- 5.2. Waste must not be released to the environment which will, or may, cause environmental harm, unless such release is authorised by this Environmental Authority.
- 5.3. Where a no cost recycling service is available, recyclable waste must not be deposited in the general waste stream.
- 5.4. Solvents which are unsuitable for reuse are to be sealed in drums and removed to a licensed recycler.
- 5.5. All solid waste must be removed to an approved waste disposal facility or approved waste recycling facility.
- 5.6. Where regulated waste is removed off site, the holder of the Environmental Authority must monitor and record the:-
 - (a) date, quantity and type of wastes removed
 - (b) waste receiving operator that removed the wastes off site
 - (c) destination of the waste
- 5.7. Regulated wastes must not be disposed of via a domestic waste collection service or to landfill, or in any other manner which is not approved.
- 5.8. The licensee must ensure that all regulated waste transport services used by the licensee hold an appropriate Environmental Authority and authority to operate within the Shire.
- 5.9. Drainage pits, litter traps, oil separators and other separation/treatment devices are to be maintained and regularly serviced by a licensed contractor. Maintenance and service records are to be maintained, stored on site and available to authorised officers on request.
- 5.10. No acid drainage of batteries is permitted to occur on the premises.
- 5.11. The licensee shall, at his own cost and to the satisfaction of the Queensland Department of Transport and Rockhampton Regional Council, provide collector/container facilities for the disposal ashore of human wastes and other litter and dry or wet refuse or waste material from vessels and without limiting the application of the forgoing.

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6. LIGHT

- 6.1. Lighting used to illuminate any area of the premises must be angled or shaded in such a manner that light does not directly illuminate or cause any environmental nuisance to any nearby premises or roadway.

7. TRAINING

- 7.1. All persons, including contractors and other persons not directly employed by the licensee, engaged in the conduct of the activity must be trained in the practices and procedures relating to the prevention of environmental harm during normal operations and emergencies.
- 7.2. The licensee must ensure that the operation and maintenance of the licensed activity is carried out by or under the supervision of a person competent to operate and maintain the plant, equipment and premises used in carrying out the licensed activity
- 7.3. The licensee must ensure that any person responsible for carrying out the licensed activity is familiar the conditions of this Environmental Authority as they relate to the person's responsibilities.
- 7.4. All persons engaged in the conduct of the activity must be trained in the practices and procedures relating to the prevention of environmental harm which may occur during normal operations or emergencies. Evidence of training must be submitted as part of the annual return

8. NOTICE OF OTHER DUTIES

- 8.1. Any storage of flammable and combustible liquids in excess of minor storage must comply with, and if Council requires be licensed in accordance with, the Dangerous Goods Safety Management Act 2001, Dangerous Goods Safety Management Regulation 2001 and the associated Australian Standard AS 1940 - 2004.
- 8.2. Where flammable liquid is stored in excess of 100 litres and not exceeding minor storage, it will be necessary to provide:-
 - (a) one (1) 9kg AB(E) fire extinguisher in accordance with AS 1940 - 2004, Section 10.7; and
 - (b) a warning sign worded: "DANGER - FLAMMABLE LIQUID - NO SMOKING - KEEP AWAY" which must be placed at an effective location adjacent to storage.
- 8.3. Any storage of flammable and combustible liquids in minor storage quantities must comply with all relevant provision of "PRECAUTIONS" under AS 1940 - 2004.

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9. DUTY TO NOTIFY ENVIRONMENTAL HARM

- 9.1. While carrying out an activity, if a person becomes aware that environmental harm, including serious or material environmental harm, is caused or threatened by that activity or an associated activity, that person must notify the person in charge of the premises, or Livingstone Shire Council if the employer is not contactable. As soon as practicable after becoming aware of any emergency or incident, the holder of this Environmental Authority must notify Livingstone Shire Council of the event, its nature, circumstances and any action taken to clean up, reduce or repair the harm caused.
- 9.2. Not more than fourteen (14) days following the initial notification of an emergency or incident, the holder of the Environmental Authority must provide written advice of the initial event in addition to:-
 - (a) proposed actions to prevent a recurrence of the emergency or incident,
 - (b) outcomes of actions taken at the time to prevent or minimise environmental harm and/or environmental nuisance, and
 - (c) the results of any monitoring performed.

10. INSPECTIONS BY AUTHORISED PERSONS

- 10.1. At all reasonable times and to the satisfaction of the authorised person, the holder of this Environmental Authority must provide access to the site for authorised persons to check compliance.

11. ANNUAL RETURN

- 11.1. The licensee must provide the Administering Authority with an annual return in the approved form prior to the anniversary date of this Environmental Authority.

12. SITE CONTAMINATION

- 12.1. The activity is to be conducted so as to prevent contamination of air, land and water.
- 12.2. Any known contamination of the site is to be remediated or removed as soon as possible after the event that caused the contamination, and at least upon termination of the land use. If the ownership of the property may be transferred, notification of the activity conducted on the premises and any known contamination of the property, is to be sent to the Administering Authority and the potential purchaser at least fourteen (14) days prior to settlement.
- 12.3. Potential contaminants (included but not limited to oil, waste oil, batteries, solvents or adhesives) must be stored on an impervious surface in an adequately bunded, covered and secured area, unless other practicable means or measures to prevent the possible contamination of stormwater and land, including in the event of a spill, are implemented.

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- 12.4. Any spillage or accidental release of wastes, contaminants or other materials must be cleaned up as quickly as practicable. Such spillage or release must not be cleaned up by hosing, sweeping or otherwise releasing such wastes, contaminants or material to any stormwater drainage system, roadside gutter, waterbodies or land unless authorised by the Administering Authority.

13. POLLUTION PREVENTION EQUIPMENT

- 13.1. Taking into account the activities conducted, products used and wastes produced, adequate and appropriate pollution prevention equipment is to be kept at the premises in a readily accessible place.
- 13.2. All pollution prevention equipment must be maintained regularly in accordance with manufacturers' specifications.

14. DISPLAY OF ENVIRONMENTAL AUTHORITY

- 14.1. A copy of this Environmental Authority must be kept in a location readily accessible to personnel carrying out the activity.

15. RECORDS

- 15.1. Any record required to be kept by a condition of this Environmental Authority must be kept at the licensed premises for a minimum of 5 years and be available for examination by an authorised person.

16. ALTERATIONS

- 16.1. No change, replacement or operation of any plant or equipment is permitted if the change, alteration or operation of the plant or equipment increases, or is likely to substantially increase the risk of environmental harm or nuisance or increase the release of a contaminant by 10% or greater.

17. INTEGRATED ENVIRONMENTAL MANAGEMENT SYSTEM (IEMS)

- 17.1 The holder of this environmental authority must submit details of any amendment to the Integrated Environmental Management System (IEMS) with the Annual Return that immediately follows the enactment of any such amendment and have due regard for any comments provided by the administering authority.
- 17.2 A copy of the IEMS must be kept in a location readily accessible to personnel carrying out the activity.

END OF INTEGRATED AUTHORITY