

# PERMIT TO OCCUPY

## 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.

1. 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.
2. 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.
3. 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**.
4. 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.
5. 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.
6. 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.
7. 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

8. 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.
9. 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.