





**Terms and Conditions:**

The Terms and Conditions on which any mooring permit will be granted are attached to this Application. It is very important that you read and understand these Terms and Conditions and retain them for your records.

The Terms and Conditions should be read in conjunction with and any Permit is issued in accordance with:

- The Transport Infrastructure Act 1994 as amended
- The Transport Operations(Marine Safety) Act 1994 as amended
- The Transport Operations(Marine Safety) Regulation 2004 as amended
- The Transport Operations(Marine Pollution) Act 1995 as amended
- The Transport Operations(Marine Pollution) Regulations as amended
- The Environmental Protection Act 1994 as amended

We strongly recommend that you read these Acts and Regulations.

**DECLARATION – to be signed by Applicant**

I declare that the information provided by me in this Application is true to the best of my knowledge. I have read the Terms and Conditions that apply to the issue of a Mooring Permit and agree to be bound by them.

By submitting this document, I consent to Gladstone Ports Corporation collecting, using and storing the personal information I have provided in accordance with the National Privacy Principles under the *Information Privacy Act 2009*.

I understand that I should notify the Gladstone Ports Corporation in writing if there are any changes to the details set out in this Application.

I agree that I am personally liable for the payment of all applicable fees incurred with the mooring of this vessel.

Signature:	_____	Witness Signature: .	_____
Name in Full: .	_____	Witness name in full:	_____
Date: .	_____	Date:	_____

**OFFICE USE ONLY**

Mooring Application Accepted and Position of Mooring Site Approved:

Applicant advised of Approval / Inspection:	YES / NO	Date: .
Applicant invoiced for Mooring Site Licence:	YES / NO	Date: .
Security received:		Date: .
Payment received:		Date: .
Applicant details entered into database	YES / NO	Date: .

Signature:	_____	Witness Signature:	_____
	Authorised Officer - GPC		
Name in Full:	_____	Witness name in full:	_____
Date:	_____	Date:	_____



## Terms and Conditions of Occupancy – Gladstone Marina

The following Terms and Conditions are attached to the Mooring Application Details form and are requirements of the Gladstone Ports Corporation (GPC). In signing the Mooring Application, the Applicant/ Licensee acknowledge having read the Terms and Conditions and agrees to be bound by and to abide by the Terms and Conditions:

Any Mooring Permit issued is valid subject to the payment of the prescribed fees, the payment or provision of any required security, compliance by the Applicant/Licensee with these Terms and Conditions and with all State and Commonwealth Laws.

In these Terms and Conditions of Occupancy, "Occupant" shall be defined to mean and include the Owner and/or Master of the vessel as set out in the Gladstone Marina Mooring Application Details form (the Details) to which these Terms and Conditions are attached and/or any other person or persons acting as agent for or with the authority of Owner and/or Master of the vessel.

### A. General Conditions of Use

1. Only vessels in a seaworthy condition and under their own power shall be admitted to the Marina. All such vessels must be registered, identified, marked, equipped and maintained as required by law and normal safe boating practice.
2. All vessels entering the Marina shall immediately be subject to the directions of the GPC Marina Superintendent or his representative and shall berth only where ordered and manoeuvre as may be directed.
3. Allocation of Marina berths will be the sole right of the GPC Marina Superintendent or his representative and the vessel shall occupy that berth as allocated and as shown on the Marina Berth Permit. Berth changes will be permitted only with the prior written approval of the GPC Marina Superintendent or his representative.
4. Each Occupant shall be responsible for the orderly and clean condition of his Marine berth. Equipment or gear shall not be left on walk-ways and/or berths and each Occupant shall be responsible for the keeping of his allocated berth (and walk-way thereto) clear and accessible at all times. Bows, bow sprits and anchors must not overhang walk-ways and dinghies are not permitted to be stored in the water.
5. Occupants may provide to the GPC Marina Superintendent or his representative a set of the vessel's main door hatch and ignition keys. The Occupant hereby authorises the GPC Marina Superintendent or his representative to enter the vessel in the case of an emergency situation (which shall be in the sole discretion of the GPC Marina Superintendent or his representative).
6. Major repairs to vessels (such as painting or refitting) in the Marina are prohibited. Minor repairs (such as internal painting, mechanical adjustments and electrical repairs capable of being undertaken by the Occupant or his representative) are permitted subject to compliance with GPC's Environmental Procedures Policy document, a copy of which can be obtained from the GPC Marina Office.
7. The Occupant shall notify the GPC Marina Superintendent forthwith if a vessel is unable to move under its own power.
8. Garbage or refuse of any kind shall only be placed in rubbish bins provided. The throwing of garbage or refuse into the Marina waters is strictly prohibited.
9. Toilets on vessels must not be used **under any circumstances** whilst in the Marina.
10. The discharge or any inflammable substance/liquids or bilge/grey water containing any contaminants into the Marina waters is strictly prohibited. Zero discharge.
11. The Occupant will be responsible for the conduct of guests or invitees at all times. Disorderly conduct and the causing of undue nuisance to others (whether by the Occupant, guests or invitees) is prohibited.
12. Swimming or diving within the Marina is prohibited.
13. Children at all times must be accompanied and supervised by adults.



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14. Pets are permitted in the Marina at the sole discretion of the GPC Marina Superintendent or his representative. Dogs must be on leads whilst on the Marina pontoons and are not permitted in any Marina buildings. Faeces must be disposed of in the appropriate litter bins provided.
15. 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 from any point on any walk-way.
16. Advertising or soliciting from any vessel within the Marina area is prohibited.
17. Only approved power leads showing the necessary inspection tag will be permitted to be used to connect power from each individual berth outlet to the Occupant's vessel. All leads must be rated to 15 amp flexible.
18. Water supply available to each berth is available for use for that berth only. Occupants 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 in use.
19. Mooring lines are to be provided by the Occupant and (in the opinion of the GPC Marina Superintendent or his representative) must be of adequate strength in relation to the vessel being secured.
20. Mail and telephone messages will be held only in the mail pigeon holes within the GPC Marina Superintendent's office. No messages will be hand delivered or conveyed by Marina personnel. Mail not collected within a reasonable time will be returned to sender. GPC accepts no responsibility whatsoever for lost, misdirected or uncollected mail. GPC will not sign acceptance for any parcels or other deliveries to the Marina.
21. Speed of all boats in the Marina must be such that inconvenience is not caused to any other Occupants of the Marina as per gazetted speed limit of 6 knots no wash.
22. Occupants are required at all times to secure all wind generators, halyards and lines on vessels. Any nuisance or inconvenience (in the opinion of the GPC Marina Superintendent or his representative) caused to other Occupants due to noise of wind generators, halyards and lines in windy conditions may be rectified by the GPC Marina Superintendent or his representative and all costs associated with such rectification shall be the responsibility of the Occupant.
23. **Living on board vessels within the Marina area shall be permitted only under the following circumstances:**
  - (a) Written application shall be made to the Marina Superintendent, PO Box 1565, Gladstone, Queensland 4680
  - (b) Such application shall include the name of the applicant, the name of the vessel, the number of persons living on board and the duration of same and any other details that the Marina Superintendent may consider relevant for consideration of the application.
  - (c) Approval shall be in writing from the Marina Superintendent, Gladstone Marina.
  - (d) Any such approval shall not be for any period greater than six months.
  - (e) Any subsequent live aboard period will only be approved after a six month **non live aboard** period has elapsed.
  - (f) Where a vessel departs and returns more than twice in any four week period, the four week period shall be considered part of a continuous live aboard period.
  - (g) Any Live on board approval shall be non-transferable to any other persons other than those listed in original application
  - (h) Living on board any vessel in Auckland Creek is strictly prohibited.
24. During the term of any Permit issued the GPC may vary at its sole discretion all rules and conditions of the Permit. All Occupants will be advised in writing of any such variation to the Permit.
25. Any Mooring Permit issued shall be valid only during the period of the term specified therein.



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26. Occupants must not do anything in or around the Marina which, in the reasonable opinion of the GPC Marina Superintendent or his representative, may be annoying, dangerous, offensive or cause a nuisance to other occupants of the marina.
27. Occupants must not permit, bilge/grey or other contaminated water, effluent, fuel or oil to be discharged into the water within the boundaries of the Marina.
28. LPG gas installations shall be turned off at the bottle and battery systems shall be isolated at all times the vessel is unattended for a period in excess of twelve hours.
29. Sub-letting of allocated berths or moorings is not permitted at any time.
30. Damage to the Marina facilities caused by the wilful or negligent conduct of the Occupant shall be repaired at the Occupant's expense.
31. Fire hoses are to be used for emergency use only.
32. Refunds will only be considered in accordance with the Gladstone Ports Corporation Marina Refund Policy which can be obtained from the Marina office.



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### B. Emergency Evacuation Procedures

1. Occupancy of the Marina berth or mooring is subject to acceptance of the GPC's Emergency Evacuation Procedures.
2. In the event of an emergency requiring the evacuation of one or more of the vessels from the Marina, GPC will attempt to contact the Owner/Master. In the event that the Owner/Master is not able to attend in a reasonable time or is unreachable, GPC reserves the right to move any vessel it considers necessary to anywhere it considers appropriate to preserve the integrity of the Marina and/or other vessels.
3. The Owner/Master of a vessel in an allocated Marina berth shall maintain with GPC the following:
  - (a) an up to date 24/7 telephone number for the Owner/Master or representatives;
  - (b) an instruction sheet sufficient to enable a person unfamiliar with the vessel to find the necessary battery switches and sea cocks and move it to safe water if need be;
4. All vessels shall be equipped by the Owner with at least one (1) fire extinguisher of the type approved by the GPC Marina Superintendent or his representative. Such fire extinguisher shall be:
  - (a) kept fully charged; and
  - (b) maintained in good order and condition.
5. All vessels shall be equipped with an anchor and ground tackle sufficient to hold the vessel in severe wind and sea conditions. Such anchor and ground tackle shall be stored ready to be deployed.

### C. Charges/Securities

1. A schedule of current licence fees/charges/securities payable for Marina berths and moorings is available from the GPC Marina Office and GPC website – [www.gpcl.com.au](http://www.gpcl.com.au)
2. Marina fees are payable in advance at all times
3. The GPC Marina Superintendent may require a security deposit to be paid with any Mooring Application. This security deposit will be held as security for payment of relevant charges and any other potential liabilities and shall be in the form of cash, a guarantee from a financial institution or in any other form acceptable to GPC. Any security deposit/s paid will be held for the duration of the occupancy and will be returned or refunded to the Occupant on vacation of the berth, subject to satisfactory payment by the Occupant of all fees and charges and other liabilities.
4. If any fees, charges or other liabilities are not paid within 28 days of the due date, interest will be payable on those amounts at such rate as may be determined by the GPC Board of Directors from time to time.
5. The Owner, Master, Agent of the Owner or other person who accepts liability for such charges shall be liable for charges jointly and severally.
6. All fees, charges, interest, expenses to move, or take a step to move a vessel or goods, shall be regarded as a debt owing to GPC.
7. All fees, charges, interest or other liabilities are payable to GPC at its address indicated on the Application form.
8. The occupant further specifically agrees and consents to the jurisdiction of the Gladstone Magistrates Court, Gladstone District Court or the Supreme Court of Queensland at Rockhampton in determining any matters arising out of this Agreement.
9. This agreement is governed by the laws in force in Queensland.
10. A certificate signed by the GPC's authorised officer or its Solicitor about charges, or a sum payable to GPC in connection with this Agreement, is sufficient evidence of the charge or sum stated in the certificate. The charge or sum will be regarded as a liquidated debt payable to GPC and be adequate proof for purposes of default judgment to be granted.
11. Failure to comply with these Terms or Conditions may result in termination of the right to occupy or use the berth or mooring and in such case, no refund of fees paid in advance will be made.



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### D. Termination

1. This Agreement terminates at the end of the period specified.
2. The GPC may terminate this Agreement before the end of the period specified if:
  - (a) the Occupant fails to pay any money owing to the GPC under this Agreement or in connection with the licensing or use of the vessel in the marina; or
  - (b) The Occupant breaches any of the terms of this Agreement.
3. If the Agreement is terminated, the Occupant will be required to remove the vessel from the Marina.
4. If the Occupant fails to remove the vessel from the Marina, the vessel may be regarded as a danger to the safety of the Marina and its users and the GPC shall then be entitled to:
  - (a) Remove the vessel from the Mooring site at the Occupant's risk and keep it elsewhere and charge the Applicant with all costs arising out of such removal, including alternative Mooring fees or storage fees.
  - (b) Continue to charge the Occupant the mooring fees which would have been payable by the Occupant if the Agreement has not been terminated.
5. If the Applicant removes the vessel after request because of breach of this Agreement, the Applicant will still be liable to pay all fees and charges that would have been payable for the full duration of this Agreement.

### E. Risk, Warranties and Indemnities

1. The Occupant agrees to occupy and use the Marina at the risk of the Occupant and the GPC shall not in any circumstances be liable to the Occupant for any injury or damage to the Occupant and their guests personally or the Occupant's vessel or fixtures and fittings thereon or any other property of any description of or in the possession of the Occupant or their guests and contained in or about the vessel whensoever it occurred occasioned by any water, heat, fire, emissions (including coal dust), electricity, vermin, explosion, tempest, riot, civil commotion, bursting pipes or by the entry of water from any source whatsoever or by the operation of any fire equipment nor for any loss of profits resulting therefrom.
2. The GPC does not expressly or implied warrant that the Marina is at the date of commencement hereof or will remain fit, suitable or adequate for all or any of the purposes of the Occupant and all warranties (if any) as to the suitability, fitness and adequateness of the Marina implied by law are hereby expressly negated.
3. The Occupant acknowledges that the Gladstone Marina is located within close proximity to GPC's RG Tanna Coal Terminal and that as a result of this location, there may be dust and/or noise impacts on the Marina from operations at RG Tanna Coal Terminal.
4. The Occupant and if the Occupant is a corporation, the Directors will indemnify and keep indemnified the GPC and/or any Officer of GPC against any and all loss suffered by the GPC and/or any Officer of the GPC whether during or after the term of this Permit by reason of:
  - (a) All claims, losses including pure economic loss, products liability and contractual liability, and costs and expenses of any nature;
  - (b) Any loss or theft of or damage to property;
  - (c) any loss of life or injury to person in respect of which GPC and/or any Officer of the GPC may suffer or incur or become liable in connection with the Gladstone Marina or any improvement erected thereon or any part thereof or the use of the same or any part thereof by the Occupant or any of his employees, contractors, agents, invitees, licensees or trespassers; and
  - (d) any act or omission of the Occupant or any and all of his employees, contractors, agents, invitees, licensees or trespassers or the use of the Gladstone Marina or any improvements erected thereon or any part thereof by the same or the condition or state of repair of the Gladstone Marina leading or contributing to:
    - (i) any limitation, restriction, suspension or cancellation being made in respect of any authority to use the Gladstone Marina or any part thereof which may be imposed by any public instrumentality or authority;
    - (ii) Any cost, penalty, tax, levy or imposition being imposed upon the GPC and/or any Officer of the GPC;



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- (iii) Any loss of capital value of the Gladstone Marina beyond any loss which may be reasonably attributable to fair wear and tear;
  - (iv) Any loss in the goodwill value of any business carried on, upon or in connection with the use of the Gladstone Marina in accordance with the provisions of this Permit whether or not such business was commenced, purchased, acquired or taken over by the Occupant at the time of the commencement of the Permit created herein.
5. The term “Officer of the GPC” where it is used in Clause E 3 above or any subclause thereof shall include the person or persons referred to in the definition of “Officer of the GPC” as defined in this Clause.
- Definition – “Officer of the GPC” is defined to mean:
- (a) a present Director of the GPC;
  - (b) a future Director of the GPC;
  - (c) a past Director of the GPC;
  - (d) the Chief Executive Officer of the GPC;
  - (e) another person who is concerned, or takes part in the management of the GPC;
  - (f) an employee of the GPC; and
  - (g) a lawful agent of the GPC;
6. It is compulsory for all vessels utilising GPC facilities to be insured. Insurance must be provided for damage to other vessels, environmental clean-up (discharge of any fuels, lubricants and sewage from holding tanks) and salvage.

### F. Notices

#### 1. Forms:

Unless expressly stated otherwise in these Terms and Conditions of Occupancy, all Notices, Certificates, Consents, Approvals, Waivers, Originating documentation and other communications in connection with these Terms and Conditions must be in writing, signed by the sender and marked for the attention of the recipient as set out or referred to in the Details or if the recipient has notified otherwise, then marked for attention in the way last notified.

#### 2. Delivery:

Such documents may be:

- (a) left at the address set out or referred to in the Details; or
- (b) sent by prepaid post to the address set out or referred to in the Details; or
- (c) sent by fax to the fax number set out or referred to in the Details; or
- (d) sent by email to the email address set out or referred to in the Details; or
- (e) given by any other way permitted by Law.

#### 3. When Effective:

Such document will take effect from the time they are received unless a later time is specified in them;

#### 4. Receipt and Post:

If sent by post, they are taken to be received three days after posting;

#### 5. Receipt – Fax:

If sent by fax, they are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.