



OYSTER COVE MARINA

TERMS & CONDITIONS OF BERTHING AGREEMENT

Welcome to the Oyster Cove Marina. We hope you enjoy the convenience of the marina facilities and take part in the upkeep and general security of the whole area. Our priority is customer safety and comfort, along with the protection of our particularly beautiful environment. If you have any questions or complaints, please speak to us immediately and we will do our best to address them.

1. The Marina Operator grants to the Boat Owner the right to berth a boat in the Oyster Cove Marina from the date of commencement specified on the agreement form until terminated by either party providing 14 days notice.

2. Unless otherwise agreed the boat owner will pay the berthing fee specified, as follows:

accounts are paid quarterly in advance at the commencement of each quarter, or to the end of any quarter if arriving during that period. Berthing fees will be refunded pro-rata after two weeks notice is given prior to vacating a berth minus a 10% admin fee.

3. The Boat Owner acknowledges agrees and declares that:

- The Boat Owner has examined the marina and its facilities and relies on the boat owner's own judgment in entering into this agreement and using the marina placing no reliance upon any statements or representations made by the marina operator or anyone on its behalf.
- The Boat Owner will at all times maintain the boat in a seaworthy condition and keep it registered identified marked equipped and maintained as required by law and generally accepted safe practice
- It is the responsibility of the boat owner to provide mooring lines and other necessary attachments and to moor the boat in a seamanlike fashion. The Marina Operator reserves the right to renew replace or make good any mooring lines or attachments at the boat owners expense.
- The public liability insurance and boat insurance details specified in the agreement form are correct and the boat owner will maintain adequate boat insurance, public liability insurance (usually \$10 million as per current insurance practice) and third party insurance in respect of any trailer used to transport the boat, for the duration of this agreement and will provide the marina operator with evidence of the currency of such insurance upon request
- The Boat Owner will be responsible for all damage to any structures piles or any property whatsoever arising from any act omission or default of the boat owner his agents employees or invitees.

The Marina Operator may board the boat and move the boat to any other mooring place at the boat owners risk and expense if:

- The Marina Operator considers it necessary to do so to prevent or minimise damage to the boat or any other boat or
- The Boat Owner fails to pay any amount payable pursuant to the terms of this agreement within one month of such amount becoming due and payable

4. The Boat Owner agrees that the following interest and additional charges shall apply and that the Marina Operator shall have a lien or charge over the vessel until all amounts are paid
 - (a) interest may be charged on overdue accounts.
 - (b) if the vessel is removed from its site pursuant to the terms of this agreement or pursuant to any other default by the boat owner then the boat owner shall pay all reasonable costs and expenses incurred by the marina operator in removing and holding the vessel at an alternate position or mooring.
5. The Boat Owner will comply with the Marina Operators rules and regulations for the Marina as notified to the boat owner. The Marina Operator may vary the rules and regulations from time to time and shall advise the boat owners in writing

Rules and Regulations for Oyster Cove Marina

Please

- report any maintenance requirements or hazards to the office promptly
- ensure power leads and cables to your vessel do not lay in the water and that their condition is regularly checked for safe use
- make arrangements at marina office to use the boat maintenance berth or slipway facilities when planning to undertake major boat maintenance. Maintenance undertaken in your berth should be restricted to minor matters not causing noise, dust, pollution or any other nuisance to other marina users. Waste material must be prevented from polluting the bay
- ensure oil, spirit, flammables and oily bilge waters are not discharged into marina waters. Waste oils and oily bilge water must be disposed of in the receptacles provided (no fuel please).
- use the waste disposal bins (skips) and areas as directed, taking special care with hazardous or quarantine wastes
- use the marina toilet, shower and laundry facilities and not those on board unless you have a holding tank (there is no pump out station here).
- use fresh water sparingly as it is from tank storage
- keep the walkways, pathways and jetties clear at all times (ie. Anchors, bowsprits etc should not overhang walkways and no storage of any items is permitted on walkways and finger jetties).
- Comply with 10km speed limit within marina within the marina grounds
- travel at a maximum of 4 knots on marina waterways
- ensure noise levels on boats are respectful of neighbours
- ensure pets are supervised at all times, not disturbing other guests and all droppings are promptly removed
- no swimming or fishing allowed in the marina precinct
- ensure your mooring lines are not left trailing in the water so as to foul neighbours' or passing vessels.

General Information for Marina Customers

Showers and Toilets

We have a new amenities block located at the entrance to A arm, closest jetty to the travelift / hardstand area. These are open 24 hours a day. Showers are coin operated and cost \$2. We would ask that you think of others and leave the facilities as clean as possible after you use them. Please let staff know if there are any problems with the facilities as soon as possible.

Laundry Facilities

The laundry is located at the front of the amenities building. We have a washing machine and a double stack dryer. The cost is \$4.00 per load. Only front-loading washing powder may be used in the washing machine. We have suitable washing powder if you need any. Change is available in the office during office hours – 8.30 a.m. to 3 p.m. weekdays.

Please ensure that you check the lint filter is clean before using the dryers – this will allow the dryer to operate properly.

At times there may be a considerable number of people wishing to use the washing machine, particularly on a weekend, you can help avoid delays by timing your load and collecting promptly.

No washing is to be hung from the lifelines or rigging on your boat.

Water

Water at berths is fresh water and is suitable for drinking.

Please use the water sparingly as it is from tank storage only.

We would ask that you do not leave hoses running when you are washing your boat at any time please. Please wash down with seawater where possible and rinse with tank water.

Website:

Our website: www.oystercovemarina.com.au has all the current rates and a plan of the marina with all berths marked, for your convenience. The video of the marina and the bay will give you an overall view of the surrounding area.

If you have any suggestions as to how we may improve our facilities and service to you, please let us know.

Thank you for being part of our marina and we hope you enjoy your stay with us.

All the OCM staff