

GOLD COAST CITY MARINA LIFTING AND HARDSTAND SERVICE AGREEMENT

SCHEDULE

ITEM 1: **GOLD COAST CITY MARINA PTY LTD** - ABN 42 083 695 283
GCCM 76/84 Waterway Drive, Coomera, Qld 4209
Telephone: (07) 5502 5888

Location
ID #

ITEM 2: Name ACN (if a company)
CUSTOMER Address
Mobile Email

ITEM 3: Name ACN (if a company)
GUARANTOR Address
Mobile Email

ITEM 4: Commencement Expiry
TERM Date Date

ITEM 5: Name Rego Description Weight
VESSEL LOA Beam Draft Petrol/Diesel

	<input type="checkbox"/> 12 ton	<input type="checkbox"/> 50 ton	<input type="checkbox"/> 300 ton
ITEM 6:	<input type="checkbox"/> Haulout	<input type="checkbox"/> Sandblast	<input type="checkbox"/> Anodes
LIFTING	<input type="checkbox"/> Launch	<input type="checkbox"/> Electricity	<input type="checkbox"/> Prop Speed
SERVICES	<input type="checkbox"/> Lift & Hold	<input type="checkbox"/> Extra Slings	<input type="checkbox"/> Filling & Fairing
	<input type="checkbox"/> Extra Lifts	<input type="checkbox"/> Antifoul	<input type="checkbox"/> Rubbish Removal
	<input type="checkbox"/> Hardstand	Colour	SYS #
	<input type="checkbox"/> Waterblast	Product	RFS #
	<input type="checkbox"/> GCCM Block / Cradle	Inside / Out (Tenant's Shed)	
	Equipment Hire		
	Other / Comments		

ITEM 7: As per quote/email correspondence with customer service team member.
LIFTING FEES

TERMS AND CONDITIONS OF LIFTING AND HARDSTAND SERVICE AGREEMENT

Acceptance of terms – GCCM	
Execution by an authorised representative	
By signing below, you acknowledge that you have read and agree to abide by the terms and conditions of the Agreement	
Signed for and on behalf of Gold Coast City Marina Pty Ltd ABN 42 083 695 283 by its authorised representative in the presence of:	
..... Signature of witness Signature of authorised representative
..... Name of witness (BLOCK LETTERS) Name of authorised representative (BLOCK LETTERS)
..... Address of witness	

Acceptance of terms - Customer	
Execution by an individual	
By signing below, you acknowledge that you have read and agree to abide by the terms and conditions of the Agreement, including the Customer Hardstand Safety & Environmental Requirements.	
Signed by (Print Name)	
In the presence of:	
..... Signature of witness Signature of individual
..... Name of witness (BLOCK LETTERS) Name of individual (BLOCK LETTERS)
..... Address of witness	

Acceptance of terms - Customer	
Execution by a company (director and director or company secretary, or authorised representative)	
By signing below, you acknowledge that you have read and agree to abide by the terms and conditions of the Agreement, including the Customer Hardstand Safety & Environmental Requirements.	
Executed by or on behalf of	
(Print Company Name)	
(Print ACN/ABN Number)	
in accordance with the <i>Corporations Act 2001</i> :	
..... Sole Director/Director / authorised representative (delete as required) Director/company secretary (delete as required)
..... Name of Sole Director/ Director / authorised representative (delete as required) (BLOCK LETTERS) Name of director/company secretary (delete as required) (BLOCK LETTERS)

TERMS AND CONDITIONS OF LIFTING AND HARDSTAND SERVICE AGREEMENT

Acceptance of terms – Guarantor

Execution by a company (director and director or company secretary, or authorised representative)

By signing below, you acknowledge that you have read and agree to abide by the terms and conditions of the Agreement, including the Customer Hardstand Safety & Environmental Requirements.

Executed by or on behalf of

(Print Company name) _____

(Print ACN/ABN number) _____

in accordance with the *Corporations Act 2001*:

.....
Sole Director/Director / authorised representative (delete as required)

.....
Director/company secretary (delete as required)

.....
Name of Sole Director/Director / authorised representative
(delete as required)
(BLOCK LETTERS)

.....
Name of director/company secretary (delete as required)
(BLOCK LETTERS)

Acceptance of terms - Guarantor

Execution by an individual

By signing below, you acknowledge that you have read and agree to abide by the terms and conditions of the Agreement, including the Customer Hardstand Safety & Environmental Requirements.

Signed by

(Print Name of Individual) _____

in the presence of:

.....
Signature of witness

.....
Signature of individual

.....
Name of witness (BLOCK LETTERS)

.....
Name of individual (BLOCK LETTERS)

.....
Address of witness

TERMS AND CONDITIONS OF LIFTING AND HARDSTAND SERVICE AGREEMENT

1 DEFINITIONS AND INTERPRETATION

- In this Agreement, unless the contrary intention appears:
- 1.1 **"Agreement"** means this document and any annexures, schedules or appendices to it, including (but not limited to) the Customer Hardstand Safety & Environmental Requirements.
- 1.2 **"Authority"** means any State, federal or local government or other person or authority having jurisdiction under the Vessel or the Complex.
- 1.3 **"Claim"** includes any claims, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding, right of action, claim for compensation or claim for abatement of Lifting Fee.
- 1.4 **"Commencement Date"** means the earlier of the dates specified in Item 4 of the Schedule.
- 1.5 **"Complex"** means the land and all improvements from time to time which comprise the Gold Coast City Marina Complex, including the Hardstand Area and the Dry Storage Facility.
- 1.6 **"Cost"** includes any costs, charge, expense, outgoing, payment or other expenditure, including all reasonable legal fees.
- 1.7 **"Customer"** means the party specified in Item 2 of the Schedule.
- 1.8 **"Customer's Associates"** means each and every of the Customer's employees, agents, contractors, customers, client's visitors (with or without invitation) who may at any time be on the Complex.
- 1.9 **"Customer Hardstand Safety & Environmental Requirements"** means the requirements set out in the document in Appendix 1, as amended by GCCM from time to time under cl 5.2.6.
- 1.10 **"Default Rate"** means 14% per annum.
- 1.11 **"Dry Storage Facility"** means the dry storage shed within the Complex.
- 1.12 **"Environmental Protection Law"** means any Law or requirement of an Authority relating to waste, pollution, use of land or the protection, preservation and enhancements of the environment.
- 1.13 **"Expiry Date"** means the later of the dates specified in Item 4 of the Schedule.
- 1.14 **"GCCM"** means the party specified in Item 1 of the Schedule.
- 1.15 **"GCCM Employees"** means all employees of GCCM, contractors of GCCM, or persons authorised on its behalf by GCCM.
- 1.16 **"Guarantor"** means the party specified in item 3 of the Schedule.
- 1.17 **"Hardstand Area"** means that area of the Complex specified by GCCM for the hardstanding of vessels.
- 1.18 **"Law"** means any statute, rule, regulation, proclamation, ordinance or by-law, present or future, State, federal or otherwise.
- 1.19 **"Lifting Fee"** means the fees payable by the Customer to GCCM under this Agreement as set out in Item 7 of the Schedule.
- 1.20 **"Lifting Services"** means the services set out in Item 6 of the Schedule, provided by GCCM to the Customer under this Agreement, including:
1.20.1 for the removal of the Vessel from the waters of the Complex or the Dry Storage Facility to the Hardstand Area, or as otherwise reasonably directed by the Customer (at the Customer's Cost); and
1.20.2 thereafter returning the Vessel into the waters of the Complex or the Dry Storage Facility or otherwise as reasonably directed by the Customer (at the Customer's Cost).
- 1.21 **"Manager"** means the General Manager of Gold Coast City Marina from time to time, or their nominee.
- 1.22 **"Other Charges"** means any amounts other than the Lifting Fees payable by the Customer to GCCM under this Agreement, including those described in clause 3.2.
- 1.23 **"PPSR"** means the Personal Property Securities Register maintained under the *Personal Property Securities Act 2009* (Cth).
- 1.24 **"Service Provider"** means a person (including but not limited to a body corporate) who is engaged by the Customer to perform works or services on a Vessel while it is in the Complex, whether or not that person is a GCCM Employee, contractor of GCCM, or entity otherwise related to GCCM.
- 1.25 **"Term"** means the period of time that commences at 12:01 am on the Commencement Date and ends at 12:00 am on the Expiry Date.
- 1.26 **"Vessel"** means the vessel being lifted, referred to in Item 5 of the Schedule.
- 1.27 **"Vessel Owner"** means the person who holds legal title to the Vessel or in whose name the Vessel is registered.

2 AGREEMENT AND TERM

- 2.1 GCCM must provide the Lifting Services to the Customer, during the Term.
- 2.2 GCCM may change the manner in which the Lifting Services are provided from time to time in its discretion.
- 2.3 GCCM may arrange for any of the Lifting Services or part of the Lifting Services to be carried out by a sub-contractor.
- 2.4 If GCCM agrees to continue providing the Lifting Services after the Expiry Date:
2.4.1 the Lifting Services will be provided to the Customer on the terms of this Agreement applicable at the Expiry Date;
2.4.2 during any such period, GCCM may by notice in writing to the Customer increase the Lifting Fees; and
2.4.3 this Agreement may be terminated by either GCCM or the Customer by giving one month's written notice to the other party.
- 2.5 Where the Customer is acting as an agent and/or authorised representative for the Vessel Owner, or the Guarantor (if applicable), the Customer:
2.5.1 must provide to GCCM the Vessel Owner's full contact details, including name, address and telephone number and ABN (if applicable) if requested, within seven (7) days;
2.5.2 warrants that it has the Vessel Owner's (and, if applicable, the Guarantor's) authority to enter into this agreement on the Vessel Owner's (and, if applicable, the Guarantor's) behalf; and
2.5.3 warrants (in the event that the Customer is acting as agent for the Vessel Owner) that the Vessel Owner has provided specific instructions to the Customer to engage GCCM to perform the Lifting Services.

3 LIFTING FEES AND OTHER CHARGES

- 3.1 The Customer must pay the Lifting Fee and any Other Charges to GCCM within seven (7) days of the date of issue of a valid tax invoice by GCCM and in any event before the Vessel is returned to the water or leaves the Complex.
- 3.2 The Customer must:
3.2.1 upon demand by GCCM, pay all Costs incurred by GCCM in transporting the Vessel to a location that is outside of the Complex;
3.2.2 upon demand by GCCM, pay all stamp duties from time to time assessed on this Agreement;
3.2.3 must make payments due to GCCM under this Agreement without set-off, counterclaim, withholding or deduction and by any method GCCM reasonably requires; and
3.2.4 pay to GCCM interest at the Default Rate on any Lifting Fee or other moneys due by the Customer to GCCM but unpaid for 14 days, from the due date up until the money is received by GCCM.
- 3.3 Where the Customer requires GCCM or GCCM Employees to arrange for the carrying out of any work or services to the Vessel, the Customer shall at all times bear responsibility for all Costs of and incidental to those works and services engaged by GCCM or GCCM Employees and make payment of those costs in terms of this clause 3.

- 3.4 Each party will bear their own Costs associated with the negotiation and execution of this Agreement.
- 3.5 Time is essential for all obligations of the Customer under this Agreement, to pay money and otherwise.
- 3.6 Amounts referred to in this Agreement are inclusive of GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

4 CUSTOMER'S WARRANTIES

- 4.1 The Customer warrants that:
4.1.1 all information provided by the Customer in this Agreement is true and correct and that it has full power and authority to enter into this Agreement including all authorities or consents needed by the Customer to enter into this Agreement from any co-Customer, financier and/or other entity in respect of the Vessel;
4.1.2 it has given GCCM all information which may be relevant to GCCM in providing the Lifting Services or assessing the Customer's needs for the Lifting Services, and GCCM can rely on the accuracy of that information;
4.1.3 it has given GCCM all information which may be relevant to the use of any plant or equipment owned or provided by GCCM to perform any of the Lifting Services, and GCCM can rely on the accuracy of that information;
4.1.4 it has not relied on any representation made by GCCM which has not been stated expressly in this Agreement or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by GCCM; and
4.1.5 the warranties set out in this clause 4 are in lieu of all warranties, terms and conditions, whether implied by or arising under statute or common law, custom, trade usage, course of dealing or otherwise between the Customer and GCCM, all of which are excluded to the full extent permitted by law.

5 CUSTOMER'S OBLIGATIONS AND ACKNOWLEDGEMENTS

- 5.1 The Customer must:
5.1.1 not under any circumstances attempt to undertake any of the Lifting Services;
5.1.2 use the Lifting Services or any plant or equipment owned or provided by GCCM to perform any of the Lifting Services;
5.1.3 without limiting the Customer's obligations under this Agreement, do or provide anything reasonably requested by GCCM, necessary for the provision of the Lifting Services;
5.1.4 ensure that the Vessel is kept in a clean, sound, seaworthy and watertight condition;
5.1.5 not obstruct in any way the provision of the Lifting Services;
5.1.6 at its Cost observe, perform and fulfil all requirements of any Law and any Environmental Protection Law affecting the Vessel and ensure that all licences and registrations for the Vessel are maintained;
5.1.7 must not do anything on the Complex or the Vessel which is immoral, unlawful, noxious, offensive, hazardous, or likely to cause nuisance or injury to GCCM or to any other person;
5.1.8 must keep the Vessel free of people, animals, pets, insects and vermin while the Lifting Service is being performed;
5.1.9 follow the reasonable directions of the Manager and ensure that the Customer's Associates do the same; and
5.1.10 without limiting the Customer's other obligations in this clause 5.1, at its Cost, comply with the Customer Hardstand Safety & Environmental Requirements.
- 5.2 The Customer acknowledges and agrees that:
5.2.1 no promise, representation or warranty is given by GCCM:
(a) as to the suitability or adequacy of the Lifting Services; or
(b) regarding the sufficiency or efficiency of the Lifting Services; and
5.2.2 the Lifting Services provided do not include inspecting, assessing or assuming responsibility for the condition of the Vessel and that GCCM's obligations under this Agreement are limited to providing the Lifting Services;
5.2.3 GCCM does not undertake, warrant or represent that the Lifting Services will be delivered to a particular standard, or delivered within a particular time frame;
5.2.4 the Vessel and all property which may be on the Vessel during the Term is at the sole risk of the Customer;
5.2.5 GCCM and GCCM Employees do not warrant or represent in any way the quality or standard of services of any contractors employed in undertaking work or services on the Customer's Vessel; and
5.2.6 GCCM may amend the Customer Hardstand Safety & Environmental Requirements at any time in its absolute discretion by giving notice in writing to the Customer.

6 REPAIR OF DAMAGE

- 6.1 The Customer must:
6.1.1 give immediate Notice to GCCM of any damage, accident to or defects in the Complex or the Vessel; and
6.1.2 on demand by GCCM either repair damage to the Complex caused by the Customer or the Customer's Associates, or pay to GCCM the cost of such repairs.

7 RULES

- 7.1 The Customer must comply with any Rules made by GCCM from time to time for regulating the access to and use of any part of the Complex.

8 INSURANCES

- 8.1 The Customer must take out and maintain:
8.1.1 public risk insurance for at least \$20,000,000.00 in respect of any single accident;
8.1.2 comprehensive insurance on the Vessel for its market value, from time to time; and
8.1.3 any other insurance reasonably required by GCCM.
- 8.2 The Customer must give GCCM evidence that it has taken out adequate insurance and give GCCM immediate Notice if any insurance policy is cancelled.
- 8.3 The Customer must not:
8.3.1 do anything which may affect rights under any insurance policy taken out by GCCM or other person; and
8.3.2 store chemicals, inflammable or volatile liquids or substances in the Vessel other than as is reasonably necessary, in such quantities as are reasonably required and in the appropriate approved safety containers.

TERMS AND CONDITIONS OF LIFTING AND HARDSTAND SERVICE AGREEMENT

9 LIABILITY AND INDEMNITIES

- 9.1 The Customer is liable for and indemnifies GCCM against any liability for any Claim arising from:
- 9.1.1 the use by the Customer or the Customer's Associates of the Complex or the Vessel;
- 9.1.2 any damage, loss, injury or death caused or contributed by any act, omission, negligence or default of the Customer or the Customer's Associates; and
- 9.1.3 a breach by the Customer of this Agreement.
- 9.2 GCCM may enforce an indemnity before incurring an expense.
- 9.3 To the maximum extent permitted by law, subject to clause 9.4, the Customer releases GCCM from, and agrees that GCCM is not liable for any Claim arising from provision of the Lifting Services including:
- 9.3.1 damage, loss, injury or death unless it is caused by the act, negligence or default of GCCM;
- 9.3.2 anything GCCM is permitted to do under this Agreement;
- 9.3.3 any defect in or faulty operation of any Lifting Services unless it is caused by the act, negligence or default of GCCM; or
- 9.3.4 for any damage which the Customer may suffer because of any interruption to any of the Lifting Services.
- 9.4 The Customer agrees that all warranties, terms and conditions, whether implied by or arising under statute or common law, custom, trade usage, course of dealing or otherwise between the Customer and GCCM are excluded to the full extent permitted by the law. However, to the extent that any warranty, term or condition cannot be excluded, GCCM's liability is limited, at GCCM's option, to one or more of the following:
- 9.4.1 If the breach relates to goods:
- (a) the replacement of the goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and
- 9.4.2 If the breach relates to services:
- (a) supplying the services again; or
- (b) the payment of the cost of having the services supplied again.
- 9.5 The Customer hereby indemnifies and holds harmless GCCM and GCCM Employees for any claims for damages of any loss suffered by the Customer as a result of:
- 9.5.1 GCCM or GCCM Employees engaging contractors to perform works or services to the Customer's Vessel; and
- 9.5.2 GCCM exercising, or purporting to exercise, its rights under clause 12.
- ## 10 DEFAULT OF CUSTOMER
- 10.1 The Customer will be in default if:
- 10.1.1 the Lifting Fee or any part of it or any other moneys payable by the Customer to GCCM, including under clause 3.3, are in arrears and remain unpaid for seven (7) days after any of the due dates for payment (whether demanded or not);
- 10.1.2 the Customer fails to comply promptly with any of the terms and conditions set out in this Agreement which ought to be performed or observed by the Customer or fails or refuses to comply with any Rules or directions of the Manager;
- 10.1.3 the Customer enters into any form of liquidation or insolvency or is wound up or dissolved, enters into a scheme of arrangement for creditors, is placed under administration or a receiver or receiver and manager is appointed.
- 10.2 If the Customer is in default under this Agreement, GCCM may terminate this Agreement with immediate effect by notice in writing to the Customer.
- 10.3 Without prejudice to GCCM's rights in law or equity, if the Customer is in default,
- 10.3.1 GCCM:
- (a) may suspend all or part of any Lifting Services;
- (b) may remove the Vessel to another area within the Complex;
- (c) may take such action as may be necessary to prevent the removal of the Vessel from the Complex; and
- (d) shall have a lien over the Vessel and may deal with the Vessel in its absolute discretion in the enforcement of such lien, including by taking any of the actions in clauses 10.3.1 and 10.3.2,
- until the default is remedied or all outstanding moneys are paid; and
- 10.3.2 GCCM may register a security interest over the Vessel on the PPSR.
- 10.4 The Customer authorises GCCM to sell the Vessel its fittings and/or contents either by public or private sale if the Lifting Fee or any part of it or any other moneys payable by the Customer to GCCM are in arrears and remain unpaid for 21 days after demand for payment has been made in writing by GCCM to the Customer. The Customer authorises GCCM to collect out of any sale or settlement proceeds however described the Costs of sale. GCCM will pay the Customer any funds remaining from the net sale proceeds of the Vessel after all debts owed to GCCM have been discharged. When the proceeds of sale under this clause 10.4 are insufficient to fully discharge all debts owed by the Customer to GCCM the remaining balance of those debts remain due and owing to GCCM until fully discharged by the Customer.
- 10.5 Termination of this Agreement by GCCM does not affect any prior Claims that GCCM may have against the Customer.
- 10.6 GCCM's acceptance of any Lifting Fee or other money under this Agreement (before or after termination) is not a waiver of a breach or an acceptance of the repudiation of this Agreement by the Customer.
- 10.7 No waiver by GCCM or variation of this Agreement will be effective unless it is in writing.
- ## 11 DETERMINATION OF TERM
- 11.1 On the Expiry Date or earlier termination of this Agreement, the Customer must:
- 11.1.1 Pay all fees and other amounts payable under this Agreement in accordance with clause 3;
- 11.1.2 At its Cost, vacate the Complex and leave it in a clean state; and
- 11.1.3 at its Cost, remove the Customer's property, materials, tools, equipment, vehicles, vessels or conveyances from the Complex.
- 11.2 The Customer must not cause any damage to the Complex in the removal of anything. If any damage is caused the Customer must promptly repair that damage to the satisfaction of GCCM, at the Customer's Cost in all respects.
- 11.3 If the Customer does not properly clean the Complex area occupied or used by it to GCCM's satisfaction, GCCM may arrange for that area to be cleaned at the Customer's Cost and recover these Costs from the Customer.

12 PAYMENTS TO SERVICE PROVIDERS

- 12.1.1 Before performing the Lifting Services described in clause 1.20.2, GCCM may make inquiries with each Service Provider as to whether the Customer has paid the Service Provider in full for works or services performed by the Service Provider.
- 12.1.2 To avoid doubt, GCCM is not required to perform the Lifting Services described in clause 1.20.2 until a response has been received from the Service Provider regarding the status of payment.
- 12.1.3 If the Service Provider notifies GCCM that payment has not been made in full, GCCM:
- (a) may suspend all or part of any Lifting Services;
- (b) may remove the Vessel to another area within the Complex;
- (c) may take such action as may be necessary to prevent the removal of the Vessel from the Complex; and
- (d) shall have a lien over the Vessel and may deal with the Vessel in its absolute discretion in the enforcement of such lien, including by taking any of the actions in clauses 12.1.3(a), (b) and (c),
- until the Service Provider notifies GCCM that the Customer has paid the Service Provider in full or another suitable arrangement for payment has been made, including while any disputes regarding payment are resolved.
- 12.1.4 This clause 12 does not displace any rights that:
- (a) GCCM may have under clauses 3.3, 10.3 and 10.4 to the extent GCCM or a GCCM Employee have arranged for the carrying out of works or services to the Vessel; or
- (b) the Service Provider may have under any agreement or arrangement directly with the Customer.
- 12.1.5 For the purposes of this clause 12, GCCM:
- (a) may act in its absolute discretion;
- (b) may rely on the representations of the Service Provider regarding payment, without making any further enquiries; and
- (c) does not act as the agent of the Service Provider.

13 DIRECTIONS BY GCCM EMPLOYEES

- 13.1 The Customer will promptly observe any lawful directions from any GCCM Employees in relation to the operation of the Complex the lifting or storage or handling of the Customer's Vessel.
- 13.2 Where the context so permits the reference to GCCM shall also mean a reference to GCCM Employees.

14 GENERAL PROVISIONS

- 14.1 Notices from one party to the other must be in writing and either delivered personally, by facsimile transmission or in any other way permitted by law. Each party must notify the other in writing of any change in address or facsimile number.
- 14.2 If anything in the Agreement requires the consent or approval of GCCM, GCCM may withhold that consent or approval in its absolute discretion or grant its consent subject to conditions.
- 14.3 This Agreement constitutes the entire agreement and understanding between the parties about its subject matter.
- 14.4 This Agreement is governed by the law in force in Queensland and the Parties submit to the non-exclusive jurisdiction of the courts of Queensland.
- 14.5 Any covenants implied by Law or otherwise are not excluded but will be taken to have been modified (where permitted) to the extent of any inconsistency with this Agreement.
- 14.6 If there is more than one Customer or Guarantor under this Agreement, their liability is joint and several.
- 14.7 If the whole or any part of a provision of this Agreement is void, illegal or unenforceable in a jurisdiction, it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause will not operate if the severance alters the basic nature of this Agreement or is contrary to public policy.

15 GUARANTEE AND INDEMNITY

- 15.1 The Guarantors give this guarantee and indemnity in consideration of GCCM agreeing to enter into this Agreement.
- 15.2 The Guarantors unconditionally and irrevocably guarantee to GCCM the payment by the Customer of the Lifting Fee and any other money which the Customer has agreed to pay under this Agreement and the prompt performance and due observance by the Customer of the Customer's obligations under this Agreement.
- 15.3 As a separate undertaking, the Guarantors unconditionally and irrevocably indemnify GCCM against all Claims arising from a breach of this Agreement by the Customer. It is not necessary for GCCM to incur expense or make payment before enforcing that right of indemnity.
- 15.4 The Guarantors waive any right they have of first requiring GCCM to commence proceedings or enforce any other right against the Customer or any other Person before claiming under the guarantee and indemnity.
- 15.5 This guarantee and indemnity is a continuing security and is not discharged by any one payment.
- 15.6 The liability of the Guarantors and the rights of GCCM are not affected by anything which might otherwise affect them at Law or in equity.

16 DISPOSAL OF UNCOLLECTED GOODS ACT

- 16.1 GCCM hereby gives notice that vessels, containers and/or vehicles accepted by GCCM for custody, storage, repair or other treatment are subject to the *Disposal of Uncollected Goods Act 1967 (Qld)* (as amended) which confers upon GCCM a right of sale exercisable in certain conditions after an interval of not less than six months from the date of which such vessels, containers and/or vehicles are ready for re-delivery to the Customer, such date being that upon which GCCM gives to the Customer written notice of such readiness.

Appendix 1 Customer Hardstand Safety & Environmental Requirements

This Safety & Environmental Requirement document applies to any vessel owner, vessel manager or representative, tenant, contractor and their staff who conducts works in any communal work areas located across the GCCM Marina's site.

The Gold Coast City Marina is committed to ensuring the health and safety of everyone on site. Our goal is simple. No harm to anyone, at any time, as a result of the work performed across the site.

To achieve this, everyone needs to play their part by ensuring that they comply with the requirements of all Queensland work health and safety laws, regulations and approved codes of practice, as well as the GCCM site rules, the site code of conduct, site environmental policy, the information that is provided in this lifting and hardstand service agreement and other communications that are forwarded to customers from time to time.

For those undertaking works in communal areas – sheds, hardstands, front/back areas of tenancies – the following additional requirements apply at all times:

- All **electrical equipment** (i.e. tools, electrical cords, distribution boxes etc.) must have a current test and tag as required by law.
- All work areas must be kept clean and free of any hazards and risks that may cause injury, illness or property damage.
- You must ensure that our local **environment** (waterways, air, the site etc.) is not negatively impacted as a result of the works that you perform. This includes:
 - Using products (e.g. paints, solvents, chemicals etc.) that are less toxic where possible.
 - Ensuring that appropriate spill prevention and containment measures are in place.
 - Using dust/extraction systems when sanding or spraying.
 - Ensuring that no contaminants are washed into our local waterways.
- For any Hot Works taking place a permit (**WP02 – Hot Works**) must be completed by the person performing works, reviewed and signed off by the GCCM Operations team prior to works commencing*
- For any working at heights a Working at Heights permit (**WP03 – Working at Heights**) must be completed by the person working at heights, reviewed and signed off by the GCCM Operations team prior to works commencing*
- Personal Protective Equipment (PPE)** must be worn at all times when it is required
- All personnel travelling onsite are required to comply with the GCCM **Traffic Management Plan (TMP)** at all times. A copy of the TMP can be viewed at the GCCM administration offices.

NB: Permits to work can be obtained either from the GCCM Operations team or the GCCM administration office