



ROYAL YACHT CLUB OF VICTORIA

ABN: 26 311 625 307

MARINA, HARDSTAND AND YARD LICENCE AGREEMENT

August 2026

1. PARTIES AND DEFINITIONS

1.1 Club

Royal Yacht Club of Victoria (ABN: 26 311 625 307) of 120 Nelson Place, Williamstown, Victoria 3016 (Club, we, us or our).

1.2 Licensee

The person or entity named in the Marina, Hardstand and Yard Application Form (Licensee, you or your).

1.3 Nature of Agreement

This Agreement sets out the terms on which the Club grants you a non-exclusive, personal, revocable and conditional licence to use a marina berth, mooring, hardstand and/or yard storage area (Facility) for the vessel described in the Application Form (Vessel).

1.4 No proprietary interest

This Agreement is contractual only and does not create a lease, tenancy, bailment (except where expressly stated), interest in land, partnership, joint venture or agency relationship.

1.5 Definitions

For the purposes of this Agreement:

- (a) **Application Form** means the Marina, Hardstand and Yard Application Form (or other written application) accepted by the Club that identifies the Licensee, the Vessel and the Facility allocated.
- (b) **Authorised Officer** means the General Manager of the Club or any officer, including the Officer of the Day, employee or agent authorised in writing by the Club to exercise powers or perform functions under this Agreement.
- (c) **Business Day** means a day that is not a Saturday, Sunday or public holiday in Victoria.
- (d) **Commencement Date** means the date on which the Club accepts the Application Form or otherwise confirms allocation of a Facility.
- (e) **Cruising Absence Period** has the meaning given in clause 2.13(c).
- (f) **Facility** includes any marina berth, mooring, hardstand area, yard storage area, lifting zone, access way or other area of the Club's premises made available to the Licensee in connection with the Vessel.
- (g) **Fees** means all fees, charges, costs and amounts payable to the Club under or in connection with this Agreement, including berth fees, yard fees, lifting fees, service charges, utilities, environmental charges, late fees, recovery costs and any other amount notified by the Club. Unless expressly stated otherwise, all amounts are expressed exclusive of GST.
- (h) **Force Majeure Event** has the meaning given in clause 11.9.
- (i) **GST** has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (j) **Member Licensee** means a Licensee who is a current financial member of the Club and remains so for the duration of this Agreement.
- (k) **Non-Member Licensee** means a Licensee who is not a member of the Club in any category under Rule 14 and Appendix A of the Rules. A Non-Member Licensee is a commercial customer of the Club only. Nothing in this Agreement confers membership of the Club, or any right, privilege or benefit of membership, on a Non-Member Licensee, and a Non-Member Licensee has no claim or interest in the funds or property of the Club.
- (l) **PPSA** means the Personal Property Securities Act 2009 (Cth).
- (m) **PPSR** means the Personal Property Securities Register established under the PPSA.
- (n) **Retainer Fee** has the meaning given in clause 2.13(e)(i).
- (o) **Shore Power Equipment** has the meaning given in clause 9.9(a).
- (p) **Vessel** means the vessel identified in the Application Form, together with any tender, trailer, cradle, mast, spars, rigging, equipment, machinery, fuel, fittings, accessories and personal property owned by or in the custody of the Licensee associated with or brought onto the Club's

premises in connection with that vessel. The term Vessel does not extend to personal property of third parties (including crew, guests or contractors) who are not the Licensee.

(q) **Written Notice** means a notice given in writing in accordance with clause 11.7.

1.6 Joint and Several Liability

(a) Where the Licensee comprises more than one person, this Agreement binds each of them jointly and severally; a reference to the Licensee is a reference to each of them separately and all of them together; and the Club may enforce any obligation against any one or more of them for the whole.

(b) Words in the singular include the plural and vice versa.

(c) Each person comprising the Licensee warrants that they are authorised to grant the security interest in clause 5 over the whole of the Vessel and to bind each other co-owner.

2. TERM AND GRANT OF LICENCE

2.1 Term

Subject to earlier termination in accordance with this Agreement, the licence granted under this Agreement commences on the Commencement Date and continues for the licence term specified in the Application Form (Licence Term). If no Licence Term is specified, the licence operates as a monthly periodic licence, continuing from month to month unless terminated in accordance with this Agreement.

2.2 Nature of licence

(a) This Agreement grants you a personal, non-exclusive, revocable and conditional licence to occupy and use the allocated Facility solely for the purpose of berthing, storing or maintaining the Vessel.

(b) This Agreement does not create or confer any tenancy, lease, interest in land, easement, right of exclusive possession or other proprietary right in favour of the Licensee.

(c) The Club retains full possession, control and management of the marina, yard and all Facilities at all times.

2.3 No transfer or dealing

You must not assign, sublicense, transfer, novate or otherwise deal with your rights under this Agreement or permit any other person to occupy the Facility in your place without the Club's prior written consent, which may be granted or withheld at the Club's absolute discretion.

2.4 Relocation and operational control

(a) The Club may, at any time and without compensation, relocate the Vessel to another berth, mooring, hardstand or yard location within the Club's premises where reasonably required for operational, safety, maintenance, regulatory or environmental reasons. Where the relocation is not urgent, the Club will use reasonable endeavours to consult with the Licensee before the relocation and to allocate a berth or location of comparable size and amenity.

(b) Where practicable, the Club will give reasonable written notice of relocation (not less than 14 days in non-urgent cases); however no notice is required where relocation is necessary to address an immediate safety, environmental or operational risk.

(c) You must comply promptly with any direction given by an Authorised Officer relating to relocation of the Vessel.

2.5 Eligibility and continuing conditions - Member Licensee

(a) If you are a Member Licensee, occupancy of any Facility is strictly conditional upon you remaining a current financial member of the Club at all times.

(b) If your membership ceases for any reason, the Club will give you Written Notice of not less than 14 days (Membership Cessation Notice) before this Agreement terminates. Upon expiry of the Membership Cessation Notice period without reinstatement of your membership, this Agreement will terminate and the Club may require removal of the Vessel, subject to any lien or security rights under this Agreement.

(c) A Member Licensee must ensure that the Vessel:

(i) remains eligible for marina or yard occupation;

- (ii) excluding vessels in the yard, is maintained in a safe, seaworthy and structurally sound condition;
- (iii) is not derelict, abandoned, unsafe or inactive to a degree that creates operational, safety, environmental or reputational risk for the Club.

2.6 Non-Member limitation

- (a) If you are a Non-Member Licensee, this Agreement grants a limited, temporary licence only for the specific period and purpose approved by the Club, which may include works, services, temporary storage or short-term berthing.
- (b) A Non-Member Licensee has no expectation of renewal, continuation or priority access and the Club may withdraw or vary the Facility allocation at any time on reasonable notice or immediately where safety, operational or compliance risk exists.
- (c) A Non-Member Licensee must ensure that the Vessel is maintained in a safe, seaworthy and structurally sound condition at all times while on the Club's premises and complies with all applicable laws, regulations and standards.

2.7 No renewal expectation; periodic review

Facility allocations are managed operationally and may be reviewed, reallocated, varied or withdrawn at any time, including as part of seasonal planning, maintenance programs, safety requirements, regulatory compliance or Club operational needs. Where the Club does not intend to renew or continue a Facility allocation at the end of a licence term, the Club will use reasonable endeavours to provide Written Notice to the Licensee at least 30 days before the expiry of the Licence Term.

2.8 Exercise of discretionary powers

Any discretionary power under this Agreement may only be exercised by the General Manager, or an Authorised Officer, except where the Rules or By-Laws reserve the power to the Committee or a subcommittee, and no failure or delay in exercising a right operates as a waiver of that right.

2.9 Vessel inactivity and operational reallocation

- (a) Without limiting any other right of the Club under this Agreement, where a Vessel has not been moved from its allocated marina berth, mooring, hardstand or yard storage area for a continuous period of six (6) months or more, the Club may, for operational, safety, access management or planning reasons, relocate the Vessel to another berth, mooring, hardstand or yard storage area within the Club's premises.
- (b) The Club's rights under this clause apply whether or not:
 - (i) all Fees are fully paid and up to date;
 - (ii) the Licensee is a current financial member of the Club; and
 - (iii) all insurance, registration and compliance requirements relating to the Vessel are current and satisfied.
- (c) The Club will give not less than 14 days' Written Notice of a relocation under this clause in non-urgent circumstances; however, no notice is required where relocation is reasonably necessary to address immediate operational constraints, safety requirements or emergency access needs.
- (d) Any relocation carried out under this clause does not constitute a termination of this Agreement, a breach by the Club or a derogation from the licence granted and does not give rise to any entitlement to compensation, fee reduction or refund.
- (e) The Licensee must comply with all directions given by an Authorised Officer in connection with any relocation under this clause.

2.10 Vessel change and substitution

- (a) This Agreement is granted in respect of the specific Vessel identified in the Application Form. You must notify the Club in writing within 14 days of any change in the Vessel, including on sale of the Vessel or acquisition of a replacement vessel.
- (b) Any replacement vessel must be approved by the Club before it occupies the Facility. The Club may withhold approval where the replacement vessel is unsuitable for the allocated Facility.
- (c) You must provide updated insurance documentation for any replacement vessel prior to it occupying the Facility.

(d) This Agreement does not automatically transfer to any purchaser of the Vessel and a purchaser of the Vessel must apply separately for a Facility allocation.

2.11 Compliance with Club Rules and By-Laws

You must comply with the Club's Rules made under the Associations Incorporation Reform Act 2012 (Vic), the Club's By-Laws and any marina, yard or operational rules, policies or procedures issued by the Club from time to time. In the event of any inconsistency between this Agreement and the Club's Rules and By-Laws, the Club's Rules and By-Laws prevail to the extent of the inconsistency.

2.12 Waiting list and allocation

Facility allocations are managed in accordance with any waiting list or allocation policy adopted by the Club from time to time. The Club may publish and vary its allocation criteria, waiting list procedures and priority framework at its discretion.

2.13 Cruising Absence and Berth Retention

(a) A Member Licensee who will be absent from their allocated marina berth for an extended period (for example, while undertaking an extended cruise or while the Vessel is being refitted off-site) may apply in writing for a Cruising Absence Arrangement under this clause.

(b) An application under this clause must:

- (i) be made not less than 14 days before the proposed commencement of the absence;
- (ii) specify the proposed start and end dates of the absence;
- (iii) confirm the location at which the Vessel will be berthed, stored or operated during the absence; and
- (iv) confirm that the insurance required under clause 8.4 will remain current throughout the absence.

(c) The Club may approve a Cruising Absence Arrangement at its discretion, having regard to the operational needs of the marina, the Licensee's compliance history and the proposed duration of the absence. Approval, if given, will be in writing and will specify the agreed start and end dates (the Cruising Absence Period).

(d) Eligibility conditions:

- (i) only a Member Licensee is eligible to apply;
- (ii) the proposed Cruising Absence Period must be not less than 90 consecutive days; and
- (iii) the total Cruising Absence approved for any Licensee must not exceed 6 months in any rolling 12-month period, except with the prior written approval of the General Committee.

(e) During an approved Cruising Absence Period:

- (i) the Licensee must pay 50% of the berth fees that would otherwise be payable for the allocated berth (Retainer Fee), invoiced in accordance with clause 3, together with any utility, service or other charges actually incurred;
- (ii) the Club is expressly authorised to allocate the berth to other users on a casual or temporary basis (including for visiting vessels, members on a casual basis, regatta entrants or short-term reallocation of other licensees) and any such allocation does not constitute a sublicence by the Licensee, a breach by the Club or a derogation from the licence granted under this Agreement;
- (iii) any revenue generated by the Club from third-party use of the berth during the Cruising Absence Period is the property of the Club and the Licensee has no entitlement to any portion of it; and
- (iv) the Licensee's insurance, indemnity and other continuing obligations under this Agreement remain in force.

(f) Return and reallocation:

- (i) the Licensee must give the Club not less than 30 days' Written Notice of the intended date of return of the Vessel;
- (ii) the Club will use reasonable endeavours to make the original berth available on the return date and the Licensee acknowledges that operational requirements may require allocation of a temporary alternative berth of comparable size and amenity, ~~either temporarily or permanently~~; and

(iii) the rights granted under this clause cease on the agreed end date of the Cruising Absence Period or the actual date of return, whichever is earlier and full berth fees become payable from that date.

(g) Interaction with other clauses:

(i) for the duration of an approved Cruising Absence Arrangement, clauses 2.3 (No transfer or dealing), 2.9 (Vessel inactivity and operational reallocation) and 10.5 (Notice of intention to vacate Facility) do not apply to the Vessel's absence from the berth; and

(ii) if the Licensee fails to return on the agreed date and does not seek an extension before that date, the Club may treat the berth as vacated under clause 10.5 with effect from the agreed end date.

(h) The Club may revoke a Cruising Absence Arrangement, withdraw the Retainer Fee discount or treat any unapproved or unnotified absence as falling outside this clause where the Licensee fails to comply with this clause or any other provision of this Agreement.

3. FEES, INVOICES AND PAYMENT

3.1 Fees payable

You must pay to the Club all fees, charges and amounts payable for the Facility and any related services (Fees) as determined by the Club from time to time and notified to you in writing, including by invoice or by reference to the Club's published Marina and Yard Fees schedule.

3.2 Invoicing and due date

Unless otherwise stated in writing by the Club, are payable monthly in advance on the first day of each month (or annually in advance where the Licensee so elects for hardstand), with the 14-day term retained only for lift, service, utility and incidental charges invoiced as incurred.

3.3 Additional and incidental charges

Without limitation, Fees include any additional charges incurred in connection with the Vessel or its presence on Club premises, including:

- (a) lift, launch, wash, hardstand and storage charges;
- (b) electricity, water and utility usage;
- (c) waste disposal, spill response, clean-up or environmental remediation costs;
- (d) emergency works or protective action taken by the Club; and
- (e) any other charges reasonably incurred by the Club in connection with the Vessel or the Facility.

3.4 Disputed invoices

- (a) If you dispute an invoice, you must notify the Club in writing before the Due Date, specifying the amount disputed and the reasons for the dispute.
- (b) You must pay the undisputed portion of the invoice by the Due Date.
- (c) The parties will act in good faith to resolve any dispute within 20 Business Days of the Club receiving written notice of the dispute. If not resolved within that period, either party may refer the matter to the dispute resolution procedure in clause 11.8.
- (d) The existence of a dispute does not relieve you of the obligation to pay Fees that are properly due.

3.5 Fees during notice periods

Fees payable under this Agreement include all Fees payable during any notice period required under this Agreement, including under clause 10.5, whether or not the Vessel is physically removed before expiry of the notice period.

3.6 Storage charges and delayed launch or removal

- (a) Storage, hardstand and yard occupation charges accrue and remain payable for the entire period during which the Vessel physically remains on the hardstand, in the yard or otherwise on the Club's premises, from the date the Vessel is placed on the hardstand or enters the yard until the date the Vessel is launched, removed or otherwise departs the Club's premises.

(b) Your liability for the charges referred to in clause 3.6(a) is not reduced, suspended or extinguished, and no credit, rebate or refund is payable, by reason of any delay in launching, relocating or removing the Vessel, including any delay caused by or arising from:

- (i)** weather, wind, tide, sea state or other environmental conditions;
- (ii)** any health, safety or environmental requirement, direction, stand-down or restriction, whether imposed by the Club, a regulator or at law;
- (iii)** any act, omission, delay or non-performance of any contractor, tradesperson, surveyor, agent or other person engaged by or on behalf of you, whether or not working on or in connection with the Vessel;
- (iv)** any operational constraint, scheduling requirement or other delay reasonably arising on the part of the Club, including the availability of the travel lift, slipway, cranes, staff or yard capacity; or
- (v)** any other cause outside your control, and you remain responsible for all such charges for so long as the Vessel remains on the Club's premises.

(c) Clause 3.6(b) does not make you liable for storage charges to the extent that a delay is directly caused by the negligence or wilful default of the Club.

(d) For the avoidance of doubt, the charges under this clause are charges for the Vessel's continued use and occupation of the Facility, are payable in addition to any works or services charges, and this clause prevails over clause 11.9 (Force Majeure) to the extent of any inconsistency in relation to storage, hardstand and yard occupation charges.

3.7 Non-Member works and services

(a) Despite any other provision of this Agreement, where any works or services are provided by the Club to a Non-Member Licensee, all Fees and charges relating to those works or services must be paid in full before the Vessel departs or is released from the Club's marina, yard or premises.

(b) A Non-Member must pay a deposit equal to twenty-five percent (25%) of the Club's reasonable estimate of the Fees prior to commencement of any works or services.

(c) Any balance outstanding following completion of the works or services must be paid in cleared funds before the Vessel is released, removed or permitted to depart the Club's premises.

(d) Non-Members are not entitled to credit terms, deferred payment arrangements or invoicing periods that may apply to Member Licensees, unless expressly agreed in writing by the Club.

(e) The Club may suspend works, services or access to the Vessel at any time if payment requirements under this clause are not satisfied. Where services have been defectively performed or where there is a legitimate dispute about the amount owing, the Club will act in good faith and will not exercise its detention rights in a manner that is inconsistent with its obligations under applicable consumer law.

3.8 Application of payments

The Club may apply any payment received from you first towards any overdue Fees, then towards recovery costs and interest and then towards current charges, unless otherwise agreed in writing between the Club and the Licensee.

3.9 GST

(a) Unless otherwise stated, all amounts payable under this Agreement are expressed exclusive of GST.

(b) If any supply made under or in connection with this Agreement is subject to GST, the recipient must pay to the supplier, in addition to the consideration otherwise payable, an amount equal to the GST payable on that supply.

(c) The supplier must issue a valid tax invoice to the recipient before or at the time the additional GST amount is payable.

(d) If there is an adjustment event in respect of a taxable supply made under this Agreement, the amount of GST payable will be recalculated to reflect the adjustment and any difference will be paid by or refunded to the relevant party accordingly.

4. OVERDUE AMOUNTS AND LATE FEES

4.1 Overdue Amounts

If any amount payable under this Agreement is not received by the Club in cleared funds by the Due Date, that amount becomes an Overdue Amount.

4.2 Consequences of non-payment

Without limiting any other right or remedy, if an Overdue Amount remains unpaid for thirty (30) days after the Due Date, the Club may, to the fullest extent permitted by law:

- (a) charge a late payment administration fee of \$5.00 per day for each day the Overdue Amount remains unpaid, subject to a maximum late fee of the lesser of \$500 or 20% of the Overdue Amount for any single invoice;
- (b) suspend, restrict or withdraw access to the Facility, the Vessel or any services provided by the Club; and/or
- (c) require removal of the Vessel from the marina or yard at your cost, subject always to the Club's rights of lien, detention and disposal under this Agreement.

4.3 Nature of late fee

The late payment administration fee in clause 4.2(a):

- (a) represents a genuine pre-estimate of the additional administrative, follow-up, account management and recovery costs incurred by the Club as a result of late payment, having regard to the Club's staffing, systems and overhead costs;
- (b) is not intended to operate as a penalty; and
- (c) accrues daily until the Overdue Amount is paid in full, subject to the cap in clause 4.2(a).

4.4 Recovery costs

You must pay on demand all reasonable costs incurred by the Club in recovering any Overdue Amount, including internal administration costs, legal costs (on a solicitor-client basis), enforcement costs and debt collection agency fees.

4.5 No waiver

Acceptance of a late or partial payment by the Club does not constitute a waiver of any right to recover the balance owing or to exercise any other right under this Agreement.

5. SECURITY, LIEN AND RETENTION OF POSSESSION

5.1 Contractual lien and security

As security for the payment of all Fees and any other monies payable by you to the Club under or in connection with this Agreement (whether presently due or contingent), you grant to the Club a contractual lien and security interest over the Vessel and all associated property owned by or in the custody of the Licensee, including any trailer, cradle, mast, spars, rigging, equipment, machinery, fuel, fittings and personal property of the Licensee located on, in or near the Vessel while it is on the Club's premises.

5.2 PPSA - Security Interest and Registration

- (a) You acknowledge that the security interest created by clause 5.1 is a security interest for the purposes of the PPSA.
- (b) You consent to the Club registering a financing statement on the PPSR in respect of the collateral described in clause 5.1 and agree to do all things and execute all documents reasonably required by the Club to perfect or maintain the Club's security interest.
- (c) You waive any right to receive a verification statement under the PPSA in respect of any financing statement or financing change statement registered by the Club.
- (d) You must not grant any other security interest over the Vessel or associated property that would rank ahead of the Club's security interest without the Club's prior written consent. This clause does not apply to a pre-existing registered security interest disclosed to the Club in writing

at or before the time of the Application Form, provided that the Licensee has notified the Club of the details of that interest.

(e) The Club's security interest under this Agreement has priority over any subsequently registered or unperfected interest, to the extent permitted by the PPSA.

5.3 Right of detention and retention

To the fullest extent permitted by law, the Club is entitled to retain possession of, detain and hold the Vessel and associated property as security for all monies owing to the Club, whether or not those monies are presently due, from the time the Vessel enters or remains on the marina, yard or any other part of the Club's premises.

5.4 Enforcement on default

If any Overdue Amount remains unpaid for more than thirty (30) days after the Due Date, the Club may, without liability (except to the extent caused by the Club's negligence or wilful misconduct):

- (a) secure the Vessel in its existing berth or storage position, including by locking, chaining or otherwise restraining its movement;
- (b) move or relocate the Vessel to a hardstand, yard or other secure location within the Club's premises or to another location selected by the Club;
- (c) refuse to release, permit the removal of or allow use of the Vessel until all outstanding Fees, late fees, recovery costs and other amounts payable under this Agreement are paid in full; and
- (d) take any other reasonable steps necessary to protect or enforce the Club's security interest.

5.5 Costs and risk during detention

- (a) All costs incurred by the Club in exercising its rights under this clause, including costs of securing, moving, lifting, storing, insuring or protecting the Vessel, are recoverable from you as a debt due.
- (b) While the Vessel is detained, you remain responsible for maintaining appropriate insurance cover for the Vessel and associated property at all times.

5.6 Standard of care

While exercising its rights of lien and detention, the Club will take reasonable care of the Vessel as a prudent bailee, but does not assume any greater duty or responsibility than that imposed by law. The Club will maintain appropriate insurance to cover vessel handling operations conducted in the exercise of lien rights.

5.7 Cumulative rights

The lien and security rights created by this clause are additional to and do not limit any lien, charge, right of retention, set-off or other security or remedy available to the Club under statute, common law, equity or any other agreement.

5.8 No obligation to release

Nothing in this Agreement obliges the Club to release the Vessel or associated property until all amounts owing to the Club are paid in full, even if the Vessel is otherwise ready to depart or has been requested to be removed.

6. UNCOLLECTED VESSELS, SEIZURE AND DISPOSAL

6.1 Operation of this clause

This clause 6 operates in addition to and does not limit, the Club's rights of lien, detention and security under clause 5 or any other right or remedy available to the Club under this Agreement or at law.

6.2 When property may be treated as uncollected goods

If any of the following circumstances occur:

- (a) any Overdue Amount remains unpaid for more than sixty (60) days after the Due Date;
- (b) you fail to respond to reasonable attempts by the Club to contact you in relation to the Vessel, your account or this Agreement; or

(c) the Vessel appears to have been abandoned, including where your membership has ceased and the Vessel remains on the Club's premises,

the Club may treat the Vessel and any associated property as uncollected goods for the purposes of Part 4.2 of the Australian Consumer Law and Fair Trading Act 2012 (Vic) or any successor legislation governing uncollected goods in Victoria (Uncollected Goods Law).

6.3 Seizure and continued detention

Subject to the Uncollected Goods Law and to the extent permitted by law, the Club may seize, retain and continue to detain the Vessel and any associated property and commence the process to dispose of the Vessel as uncollected goods.

6.4 Notice of intention to dispose

Without limiting clause 6.3 and subject always to the Uncollected Goods Law, the Club may give you written notice of its intention to dispose of the Vessel and associated property. Such notice may be sent to your last known postal address and/or email address and must comply with the form and content requirements of the Uncollected Goods Law, including specifying:

- (a) a description of the Vessel and associated property;
- (b) the address at which the Vessel is held;
- (c) the amount of the Overdue Amount and any other monies owing to the Club;
- (d) the manner in which the Club proposes to dispose of the Vessel and associated property; and
- (e) the date after which the Vessel and associated property may be disposed of if not collected and all amounts are not paid.

6.5 Retention period and disposal

- (a) The Club will retain possession of the Vessel and associated property for at least the minimum period required under the Uncollected Goods Law after giving notice under clause 6.4.
- (b) After expiry of the applicable statutory retention period, the Club may dispose of the Vessel and associated property in any manner permitted by law, including sale by public auction, private sale, destruction or such other method authorised under the Uncollected Goods Law, having regard to the assessed value of the Vessel and associated property.

6.6 Application of sale proceeds

To the extent permitted by law, the Club may apply the proceeds of any sale of the Vessel and associated property in the following order:

- (a) first, in payment of the reasonable costs of removal, lifting, storage, insurance, valuation, advertising and disposal;
- (b) second, in payment of all Overdue Amounts and any other monies owing to the Club under this Agreement or otherwise in connection with the Vessel; and
- (c) third, as required by the Uncollected Goods Law, including payment of any surplus as unclaimed money in accordance with the Unclaimed Money Act 2008 (Vic) or any successor legislation, if applicable.

6.7 Release and indemnity

To the fullest extent permitted by law (and subject to the Licensee's statutory rights under the Uncollected Goods Law, which are not excluded by this Agreement), you release the Club from and indemnify the Club against, any loss, liability, claim or demand arising out of or in connection with the Club's seizure, detention, treatment as uncollected goods, disposal or sale of the Vessel and associated property in accordance with this Agreement and the Uncollected Goods Law, except to the extent directly caused by the Club's negligence or wilful misconduct.

6.8 No obligation to dispose

Nothing in this clause obliges the Club to dispose of the Vessel. The Club may, at its discretion, elect to continue to detain the Vessel as security, pursue debt recovery or exercise any other right or remedy instead of or in addition to, relying on the Uncollected Goods Law.

7. USE OF FACILITY AND VESSEL CONDITION

7.1 Vessel condition and compliance

Excluding vessels in the yard, you must ensure that the Vessel is maintained at all times in a safe, seaworthy and structurally sound condition and complies with all applicable laws, regulations, codes and standards, including those relating to marine safety, electrical systems, gas installations, pollution prevention and environmental protection.

7.2 Proper use of Facility

You must use the Facility only for the purpose for which it is allocated and must not use or permit the Vessel or the Facility to be used:

- (a) for any commercial purpose, charter, hire, business activity or revenue-generating use without the prior written consent of the Club, which consent the Club may grant subject to conditions (including payment of a commercial use fee) or withhold in its absolute discretion;
- (b) for any unlawful, unsafe or hazardous purpose; or
- (c) in a manner that causes or is likely to cause nuisance, annoyance, obstruction, damage or danger to any person, vessel, structure or property.

7.3 Operational directions

- (a) You must comply with all operational directions, rules and procedures issued by the Club from time to time, including directions displayed on signage, marina notices, yard notices, emails, written instructions and directions given verbally or in writing by an Authorised Officer or their delegate.
- (b) Where practicable, verbal directions will be confirmed in writing by the Club within a reasonable time.
- (c) Operational directions may relate to vessel movement, mooring practices, access restrictions, safety zones, weather events, maintenance activities, emergency response or regulatory compliance.
- (d) Failure to comply with an operational direction constitutes a breach of this Agreement.

7.4 Maintenance, cleanliness and appearance

- (a) You must keep the Vessel and the surrounding area of the Facility in a clean, tidy and orderly condition.
- (b) You must not permit excessive deterioration, unsafe conditions, fouling, leakage, debris accumulation or unsightly conditions that, in the reasonable opinion of the Club, adversely affect safety, operations or the reputation of the marina or yard.
- (c) The Club may require remedial action to be taken within a specified period and may take such action itself at your cost if you fail to do so.

7.5 Mooring of Boats

- (a) Casual residence on any boat moored or berthed at the Marina Area is restricted to periods of not more than 30 nights in any 12 month period. This applied to both Members and Non-Members.
- (b) You must not carry on or permit to be carried on any noxious, noisome or illegal trade, business, calling or activity on or by the use of any boat moored or berthed at or on the Marina Area.
- (c) You must ensure that any boat moored or berthed at the Marina Area is moored or berthed wholly within the Marina Area.
- (d) Food may be prepared and cooked in, and alcoholic beverages brought onto, boats moored or berthed at the Marina Area for private consumption.

7.6 Right of inspection

- (a) The Club, its Authorised Officers and their delegates may at any reasonable time board, enter upon and inspect the Vessel and any part of the Facility for the purpose of assessing compliance with this Agreement, safety, insurance, environmental protection, vessel condition or any operational requirement.
- (b) Except in an emergency or where immediate action is reasonably required to address a safety or environmental risk, the Club will give you not less than 48 hours' prior notice of an inspection.
- (c) You must not obstruct or delay any inspection carried out under this clause.

7.7 Vessel dimensions, weight and Facility suitability

You must ensure that the Vessel (including any bowsprit, davits, anchor, tender, fenders or overhanging equipment) does not exceed the dimensional limits of the allocated Facility, including length, beam, weight and draught limits specified by the Club for the relevant berth, mooring or hardstand location. The Club may require the immediate removal or relocation of a Vessel that exceeds allocated dimensions.

7.8 No exclusive possession

You acknowledge that use of the Facility is subject at all times to the Club's operational control and that you do not have exclusive possession of any part of the marina, yard or premises.

8. RISK, INSURANCE AND INDEMNITY

8.1 Assumption of risk

You acknowledge and agree that:

- (a) the marina, yard, hardstand and associated facilities involve inherent risks, including risks associated with weather, tides, water conditions, vessel movement, lifting operations, machinery, equipment, contractors and third parties; and
- (b) the Vessel is berthed, stored, moved and maintained on the Club's premises entirely at your risk, except to the extent that loss or damage is directly caused by the Club's negligence or wilful misconduct.

8.2 Exclusion of liability

To the fullest extent permitted by law, the Club is not responsible or liable for any loss of, theft of or damage to the Vessel or its contents or for any personal injury, economic loss or consequential loss suffered by you or any other person in connection with the Vessel or the Facility, except to the extent caused by the Club's negligence or wilful misconduct.

8.3 Australian Consumer Law savings clause

Nothing in this Agreement excludes, restricts or modifies any right or remedy or any guarantee, warranty or other term or condition, implied or imposed by the Australian Consumer Law or any other applicable legislation that cannot lawfully be excluded, restricted or modified. To the extent that the Club's liability for a failure to comply with a guarantee under the Australian Consumer Law cannot be excluded, the Club's liability is limited (at the Club's election) to:

- (a) the resupply of the relevant services; or
- (b) the payment of the cost of having the services resupplied.

8.4 Insurance requirements

You must maintain, at your own cost and for the duration of this Agreement:

- (a) comprehensive insurance covering loss of or damage to the Vessel, including while the Vessel is afloat, ashore, in transit, under lift or otherwise handled; and
- (b) public liability insurance with a minimum limit of liability of \$10,000,000 (or such higher amount as the Club may specify by Written Notice from time to time), covering liability for death, personal injury and property damage arising out of or in connection with the Vessel or its presence on Club premises.
- (c) insurance covering wreck removal, refloating and recovery cover.

8.5 Evidence of insurance

You must provide to the Club, with satisfactory evidence that the insurances required under this clause are current and maintained. Failure to provide evidence on request constitutes a breach of this Agreement.

8.6 Club insurance

The Club will maintain appropriate insurance for the duration of this Agreement, including marina operator's liability insurance, property and infrastructure insurance and coverage for vessel handling and lifting operations conducted by the Club or its agents. Details of the Club's insurance cover are available on request to the General Manager.

8.7 Indemnity

You indemnify the Club, its officers, committee members, employees and agents against all loss, damage, liability, claims, demands, costs and expenses (including legal costs on a solicitor-client basis) suffered or incurred by any of them arising out of or in connection with:

- (a) any breach of this Agreement by you;
- (b) the condition, presence, movement, storage or use of the Vessel while on Club premises;
- (c) any act or omission of you or any of your crew, invitees, guests or contractors; or
- (d) any damage or contamination caused by the Vessel,

except to the extent that such loss, damage, liability, claim, demand, cost or expense is directly caused by the Club's negligence or wilful misconduct.

8.8 Continuing obligations

Your obligations under this clause 8 survive termination or expiry of this Agreement to the extent necessary to give them full effect.

9. ENVIRONMENTAL AND SAFETY OBLIGATIONS

9.1 Environmental protection

You must not discharge, permit to be discharged or allow to escape from the Vessel or while using the Facility any pollutant, contaminant, sewage, fuel, oil, paint solvent, waste or other substance in breach of any applicable environmental, marine safety or pollution control law, regulation or standard.

9.2 Spill response and remediation

- (a) You must immediately notify the Club of any spill, leak or release of any pollutant or hazardous substance associated with the Vessel.
- (b) You are responsible for all costs associated with containment, clean-up, remediation, disposal and reporting arising from any such spill or release, except to the extent directly caused by the Club's negligence or wilful misconduct.

9.3 Compliance with safety directions

You must comply with all safety directions, procedures and requirements issued by the Club from time to time, including directions issued in an emergency or in response to safety, environmental or regulatory risk.

9.4 Contractor engagement and control

- (a) You must ensure that any contractor, tradesperson or service provider engaged by you to carry out work on the Vessel while it is on the Club's premises:
 - (i) has been approved by the Club where required;
 - (ii) completes any contractor induction or registration process required by the Club;
 - (iii) complies with all Club safety, environmental and operational requirements; and
 - (iv) holds all licences, permits and insurances required by law and by the Club, including public liability insurance of not less than \$10,000,000 for hot works, lifting, structural and hull works or not less than \$5,000,000 for all other trades, unless a lower amount is approved in writing by the General Manager for low-risk works.
- (b) The Club may refuse access to or direct the removal of, any contractor who fails to comply with Club requirements or who poses a safety, environmental or operational risk.

9.5 Responsibility for contractor acts

You are responsible for all acts and omissions of your contractors, tradespersons, crew, invitees and guests while they are on the Club's premises in connection with the Vessel, as if those acts or omissions were your own. Without limitation, you are liable for any damage caused by your contractors to Club property, third-party vessels or infrastructure and the Club may recover such costs from you directly.

9.6 Suspension of activities

The Club may suspend, restrict or require cessation of any works or activities on the Vessel at any time where, in the reasonable opinion of the Club, those works or activities present a safety, environmental, operational or regulatory risk.

9.7 Yard operations, safety and work practices

(a) Without limiting any other obligation under this Agreement, where the Vessel is located in or makes use of the yard, hardstand, slipway, travel lift zone or associated work areas, you must comply with all yard operational, safety and environmental requirements determined by the Club from time to time.

(b) These requirements include, without limitation:

- (i) completion of any site or yard safety induction required by the Club as a condition of access;
- (ii) restrictions on who may operate or use lifting equipment, machinery, work-boats, stands, slings, forklifts, travel lifts or other plant;
- (iii) controls on vehicle access, movement and parking within yard and work areas;
- (iv) limitations on where vessels may be scrubbed, washed, sanded or worked on, including designated work zones;
- (v) prohibitions on wet sanding, blasting or other surface treatment methods where directed by the Club;
- (vi) requirements relating to dust control, overspray protection and environmental containment;
- (vii) restrictions on work aloft, mast handling, scaffolding, ladders and hardstand activities;
- (viii) waste handling, recycling and disposal requirements, including use of designated disposal areas; and
- (ix) time limits for hardstand or yard occupation unless otherwise approved in writing by the Club.

(c) The Club may publish, update or vary yard rules, site maps, safety procedures or work requirements from time to time and such requirements form part of this Agreement as operational directions for the purposes of clause 7.3.

(d) Any breach of this clause constitutes a breach of this Agreement and entitles the Club to suspend works, restrict access, require rectification, recover costs or exercise any other right available under this Agreement or at law.

9.8 Club safety obligations

The Club will maintain appropriate safety management systems, emergency response plans and comply with its own obligations under the Occupational Health and Safety Act 2004 (Vic) and any other applicable legislation in connection with lifting operations, travel lift use, hardstand management and the safety of all persons in the yard, including owners performing self-work on their vessels. The Club's duties under section 26 of the Occupational Health and Safety Act 2004 (Vic) as a person with management or control of a workplace extend to all persons at the yard, whether or not they are employees, contractors or licensees of the Club and the Club will maintain and implement a Yard Safety Management Plan to discharge those duties so far as is reasonably practicable.

9.9 Shore power, electrical equipment and electrical safety

(a) **Compliance with standards.** All electrical connections between the Vessel and Club shore power supply points and all shore power leads, plugs sockets, adaptors, isolators and ancillary electrical equipment owned or supplied by the Licensee and used in connection with those connections (Shore Power Equipment), must comply with:

- (i) AS/NZS 3004.2 (Electrical installations — Marinas and recreational boats);
- (ii) AS/NZS 3000 (Wiring Rules) where applicable; and
- (iii) any other applicable Australian Standard, statutory requirement or Club requirement notified in writing from time to time.

(b) **RCD protection.** All Shore Power Equipment must be fitted with residual current device (RCD) protection complying with the relevant Australian Standard.

(c) **Inspection, testing and tagging.**

(i) All Shore Power Equipment owned, supplied or used by the Licensee must be inspected and tested by a competent person in accordance with AS/NZS 3760 (In-service safety inspection and testing of electrical equipment) at intervals of not more than 12 months or such shorter interval as the Club may specify by Written Notice in respect of high-use, damaged or older equipment.

(ii) For the purposes of this clause, “competent person” means a person who is a licensed electrical worker or who has the qualifications, training and experience required by AS/NZS 3760 to perform in-service inspection and testing.

(iii) All Shore Power Equipment must carry a current, durable and clearly visible compliance tag stating the date of the last test, the date the next test is due and the name or unique identifier of the person who performed the test.

(d) On-board electrical safety. You must ensure that the Vessel’s on-board electrical installation, including AC and DC systems, galvanic isolators, on-board RCDs, charging systems and battery installations, complies with AS/NZS 3004.2 and is maintained in safe working order at all times. The Club may require evidence of compliance, including a current marine electrical inspection report, where the Vessel is permanently or semi-permanently connected to shore power.

(e) Unauthorised modifications. You must not make or permit any other person to make, any unauthorised, modified, daisy-chained or non-compliant electrical connection to Club shore power infrastructure. Domestic-style power boards, extension leads not rated for marine use and non-RCD-protected leads must not be used.

(f) Production of evidence. You must produce to an Authorised Officer, on request, evidence that the Shore Power Equipment in use is currently tested and tagged in accordance with this clause. Failure to produce evidence on request constitutes a breach of this Agreement.

(g) Disconnection and Club action. The Club may, without liability:

(i) disconnect, remove or refuse supply to any Shore Power Equipment or Vessel where the Equipment is untagged, out of test date, visibly damaged, non-compliant or otherwise presents a safety risk in the reasonable opinion of an Authorised Officer; and

(ii) engage a licensed electrician to inspect, test, repair or replace any Shore Power Equipment or to remediate any unsafe connection and recover the reasonable cost of doing so from the Licensee as a debt due.

(h) Liability and risk. Without limiting clause 8, the Licensee is responsible for any loss, damage or liability arising from the use of non-compliant, untested or unsafe Shore Power Equipment, including damage to other vessels, Club property or third parties and any environmental incident or fire arising from electrical fault.

9.10 Owner self-work in the yard

(a) This clause applies where you (or any person acting on your behalf who is not an independent contractor) carry out physical work on the Vessel while it is located in the yard, hardstand, slipway or associated work areas (Owner Self-Work).

(b) Before commencing any Owner Self-Work, you must complete the Club’s yard safety induction as required by the Club from time to time. The induction must be completed before access is granted for self-work purposes and the Club may require refresher inductions at intervals determined by the Club.

(c) When carrying out Owner Self-Work, you must at all times:

(i) wear personal protective equipment (PPE) appropriate to the task being performed, including as a minimum closed-toe footwear, safety glasses and hearing protection where applicable and such other PPE as specified in the Club’s Yard Safety Management Plan or directed by an Authorised Officer;

(ii) comply with the Club’s Yard Safety Management Plan, yard safety rules, site rules and all operational directions;

(iii) use only tools, equipment and materials that are in safe working condition and appropriate for the task;

(iv) ensure that the work area is kept clean, tidy and free from hazards during and after work; and

(v) not cause or permit any condition that creates a risk to the health or safety of any person or to the environment.

(d) You must not carry out any of the following activities without first obtaining written approval from an Authorised Officer and complying with any conditions imposed:

- (i)** hot works, including welding, brazing soldering, grinding, cutting or any work involving open flame, spark-producing equipment or heat sources (a Hot Works Permit must be obtained for each occasion);
- (ii)** working at heights above 2 metres, including work on masts, rigging, topsides or scaffolding while the Vessel is on hardstand;
- (iii)** spray painting, application of antifouling coatings or use of volatile or hazardous substances, which must be carried out only in designated areas and in accordance with the Club's environmental and safety requirements;
- (iv)** use of Club lifting equipment, machinery, plant or powered tools; and
- (v)** any other work identified in the Club's Yard Safety Management Plan as requiring prior approval.

(e) You must immediately report to the Club any injury, illness, incident, near-miss or dangerous occurrence arising out of or in connection with Owner Self-Work. The Club may require you to complete an incident report in the form required by the Club.

(f) You acknowledge and agree that:

- (i)** when carrying out Owner Self-Work, you are not a worker, employee, agent or subcontractor of the Club within the meaning of the Occupational Health and Safety Act 2004 (Vic), the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) or any other applicable legislation;
- (ii)** WorkCover workers' compensation does not apply to you in respect of any injury, illness or condition sustained during Owner Self-Work;
- (iii)** you are solely responsible for your own safety and the safety of any person assisting you (who is not an independent contractor) while carrying out Owner Self-Work; and
- (iv)** the assumption of risk, exclusion of liability and indemnity provisions in clause 8 apply to Owner Self-Work.

(g) In addition to the insurance requirements in clause 8.4, you are strongly encouraged to maintain personal accident insurance and income protection insurance to cover injury or illness sustained during Owner Self-Work. The Club may, by Written Notice, make personal accident insurance a mandatory requirement for Owner Self-Work.

(h) An Authorised Officer may at any time direct the immediate cessation of any Owner Self-Work activity that, in the reasonable opinion of the Authorised Officer, presents a risk to health, safety, the environment or Club property. You must comply immediately with any such direction. Failure to comply constitutes a serious breach of this Agreement.

(i) The Club may, at any time and by Written Notice, vary the conditions under which Owner Self-Work is permitted, restrict the types of work that may be carried out or withdraw the right to carry out Owner Self-Work entirely. Any such variation or withdrawal does not give rise to any claim for compensation or reduction in Fees.

(j) Nothing in this clause limits or reduces the Club's duties under the Occupational Health and Safety Act 2004 (Vic), including its duty under section 26 as a person with management or control of the yard. The Club will discharge those duties by maintaining and implementing the Yard Safety Management Plan, conducting risk assessments, providing safety information and inductions and monitoring compliance with yard safety requirements.

10. DEFAULT AND TERMINATION

10.1 Breach management and procedural fairness (Member Licensee)

(a) Where you are a Member Licensee and, in the reasonable opinion of the Club, immediate action is not required to address safety, security, environmental protection or regulatory compliance, the Club will give you Written Notice specifying the nature of the breach and allowing a reasonable period (not less than fourteen (14) days) to remedy the breach.

(b) You may provide a written response to the notice and may request a meeting with an Authorised Officer before a decision is made to suspend, restrict or terminate this Agreement for a serious or persistent breach.

(c) If the breach is not remedied within the specified period, the Club may suspend or restrict access to the Facility, withdraw services or terminate this Agreement. Any decision to suspend, restrict or terminate must be made by or confirmed by, the Committee or an Authorised Officer acting under delegated authority.

(d) You may request an internal review of a termination decision by written request within fourteen (14) days after receipt of notice of termination. The Club may, but is not obliged to, permit continued occupation of the Facility during the review period where Fees are current and no safety or compliance risk exists.

(e) Nothing in this clause limits the Club's right to take immediate action where urgent action is reasonably required.

10.2 Immediate termination rights

In addition to any other rights or remedies, the Club may terminate this Agreement immediately by Written Notice to you if:

(a) any Overdue Amount remains unpaid for more than sixty (60) days after the Due Date;

(b) you commit a serious or persistent breach of this Agreement or any operational direction given under this Agreement and, where the breach is capable of remedy, fail to remedy it within fourteen (14) days after Written Notice;

(c) you use the Vessel or Facility in a manner that presents an immediate safety, environmental, reputational or regulatory risk;

(d) you become bankrupt (within the meaning of the Bankruptcy Act 1966 (Cth)) or insolvent, enter into any arrangement with creditors, become subject to a personal insolvency agreement or debt agreement or, if you are a company, have a receiver, administrator or liquidator appointed, subject to any restrictions imposed by the ipso facto provisions of Part 5.1 of the Corporations Act 2001 (Cth) or any equivalent legislation that limits the enforceability of termination rights on insolvency; or

(e) in the case of a Member Licensee, your membership of the Club ceases for any reason and you do not reinstate your membership within the period specified in the Membership Cessation Notice issued under clause 2.5(b).

10.3 Effect of termination

On termination or expiry of this Agreement for any reason:

(a) all outstanding Fees and other monies payable under this Agreement become immediately due and payable;

(b) you must promptly remove the Vessel and all associated property from the Club's premises, subject always to the Club's rights of lien, detention and disposal under this Agreement or at law; and

(c) termination does not affect any rights or obligations which by their nature are intended to survive termination.

10.4 No-fault termination by the Club

(a) The Club may terminate this Agreement without cause and other than for a default by the Licensee, by giving not less than ninety (90) days' Written Notice to the Licensee.

(b) No-fault termination under this clause may be exercised for any reason, including to facilitate marina redevelopment, reconfiguration, reduction of available berths, regulatory compliance, major maintenance or other operational or strategic reasons.

(c) Where a no-fault termination is given, the Club will:

(i) use reasonable endeavours to offer the Licensee an alternative berth or yard location within the Club's marina or yard where one is available; and

(ii) refund to the Licensee any Fees prepaid for the period beyond the termination date.

(d) No compensation is payable by the Club in respect of a no-fault termination beyond the refund of prepaid Fees referred to in clause 10.4(c)(ii), except that where the Club has expressly directed in writing the Licensee to install as a condition of the licence and excludes cradles, tackle, trailers and consumables the By-Laws require the owner to provide.

10.5 Notice of intention to vacate Facility

- (a) You must give the Club not less than thirty (30) days' prior Written Notice of your intention to vacate a marina berth, mooring, hardstand or yard storage area (Facility).
- (b) Notice under this clause is effective only when received by the Club by:
 - (i) delivery by hand or by ordinary mail to the Club's registered address; or
 - (ii) email addressed to manager@rycv.com.au.
 - (iii) or by any means permitted by Rule 74(3) of the Rules.
- (c) Fees and charges remain payable for the Facility until expiry of the thirty (30) day notice period, regardless of whether the Vessel is physically removed earlier.
- (d) If you vacate the Facility without providing the required notice, you remain liable for Fees and charges for a period of thirty (30) days from the date on which the Club first receives written or electronic communication from you or a third party indicating your intention to vacate or from the date the Club first observes that the Facility has been vacated and records this in writing, whichever is the earlier.
- (e) The Club may, at its discretion, waive or reduce the notice period in writing, but any waiver does not operate as a general waiver of this clause.

11. GENERAL

11.1 Governing law and jurisdiction

This Agreement is governed by the laws of the State of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts competent to hear appeals from those courts.

11.2 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision will be read down or severed to the extent necessary to give it legal effect and the remaining provisions will continue in full force and effect.

11.3 Variation

- (a) The Club may vary the Fees payable under this Agreement and any operational rules or procedures forming part of this Agreement by giving you not less than thirty (30) days' Written Notice (or not less than sixty (60) days' Written Notice in the case of a Fee increase).
- (b) If you do not agree to a variation, you may terminate this Agreement before the variation takes effect by giving Written Notice to the Club and removing the Vessel from the Club's premises, subject to payment of all outstanding Fees and compliance with any applicable notice requirements. Any variation to the core terms of this Agreement (other than Fees and operational rules) requires the written agreement of both parties.
- (c) Continued use of the Facility after a variation takes effect constitutes acceptance of the variation.

11.4 No reliance on contractors

The Club does not warrant, endorse or make any representation as to the quality, suitability or standard of services provided by any contractor, tradesperson or service provider engaged by you or permitted access to the Club's premises in connection with the Vessel. Any such contractor is engaged at your risk and you remain responsible for their acts and omissions in accordance with this Agreement.

11.5 Entire agreement

This Agreement, together with the accepted Application Form, constitutes the entire agreement between the parties in relation to the subject matter and supersedes all prior discussions, representations or agreements. The parties acknowledge that any representations made during the application process that are not captured in this Agreement may still give rise to liability under the Australian Consumer Law.

11.6 No waiver

A failure or delay by the Club to exercise any right or remedy under this Agreement does not operate as a waiver of that right or remedy, nor does any single or partial exercise of a right preclude further exercise of that or any other right.

11.7 Notices

Any notice under this Agreement must be given in writing and may be delivered by hand ordinary mail or email to the last notified contact details of the relevant party. Notices to the Club must be addressed in accordance with clause 10.5(b).

11.8 Dispute resolution

(a) Step 1 - Negotiation: If a dispute arises in connection with this Agreement, a party must give Written Notice to the other party specifying the nature of the dispute. The parties must attempt to resolve the dispute by good faith negotiation within 10 Business Days of that notice.

(b) Step 2 - Mediation: If the dispute is not resolved by negotiation within 10 Business Days (or such extended period as agreed), either party may refer the dispute to mediation by a mediator agreed between the parties or, if not agreed within 5 Business Days, appointed by the Law Institute of Victoria. The costs of mediation are to be shared equally unless otherwise agreed.

(c) Step 3 - Litigation: If the dispute is not resolved by mediation within 30 days (or such other period agreed), either party may commence litigation in the courts of Victoria in accordance with clause 11.1.

(d) Nothing in this clause prevents a party from seeking urgent interlocutory or injunctive relief without first completing the steps in this clause.

(e) Where the Licensee is a Member, Rules 25-29 apply and this clause applies only to a Non-member Licensee or to matters outside of the Rules.

11.9 Force Majeure

(a) In this clause, Force Majeure Event means any event beyond the reasonable control of the affected party, including extreme weather, storm, flood, earthquake, fire, pandemic or public health emergency, act of God, war, civil unrest, government-mandated closures or orders, power failure, infrastructure failure or industrial action.

(b) If a party is prevented from or delayed in performing its obligations under this Agreement by a Force Majeure Event, that party must notify the other party as soon as practicable and the affected party's obligations are suspended to the extent they are affected by the Force Majeure Event for the duration of that event.

(c) Neither party is liable to the other for failure to perform obligations during a Force Majeure Event, except that payment obligations for Fees already due and payable before the Force Majeure Event are not suspended.

(d) If a Force Majeure Event continues for more than 90 days, either party may terminate this Agreement by giving 14 days' Written Notice to the other party. No compensation is payable by reason of such termination, but any prepaid Fees for the unexpired period shall be refunded.

11.10 Privacy and data handling

(a) The Club collects personal information from you (including your name, address, contact details, vessel details and financial information) through the Application Form and in connection with the ongoing administration of this Agreement.

(b) The Club collects, holds, uses and discloses personal information for the purposes of:

- (i)** administering this Agreement and managing Facility allocations;
- (ii)** membership administration and communications;
- (iii)** safety, emergency response and regulatory compliance; and
- (iv)** debt recovery and enforcement of the Club's rights under this Agreement.

(c) The Club may disclose your personal information to government agencies, insurers, debt collectors, contractors and other third parties where necessary for the purposes in clause 11.10(b) or as required by law.

(d) The Club handles all personal information in accordance with its Privacy Policy (available on the Club's website). Where the Club is an APP entity within the meaning of the Privacy Act 1988 (Cth), the Club complies with the Australian Privacy Principles. Whether or not the Club is bound

by the Privacy Act, the Club is committed to handling personal information in accordance with best practice. You may access or request correction of your personal information by contacting the Club's General Manager.

(e) By entering into this Agreement, you consent to the Club collecting, holding, using and disclosing your personal information as described in this clause and in the Club's Privacy Policy.

12. EXECUTION

This Agreement is executed by the parties on the dates indicated below.

EXECUTED by the CLUB

Signed for and on behalf of the Royal Yacht Club of Victoria (ABN: 26 311 625 307) by its Authorised Officer:

Signature: _____

Date: _____

Name: _____

Position: _____

EXECUTED by the LICENSEE

Signature: _____

Date: _____

Name: _____

Address: _____

OR, if the Licensee is a company or other entity:

Signed for and on behalf of _____

(ABN/ACN: _____):

Signature: _____

Date: _____

Name: _____

Position: _____

Witness signature: _____

Date: _____

Witness name: _____

END OF AGREEMENT