



BOAT SERVICE GOLD COAST

YOUR MERCSERVICE CENTRE

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RAM Group Pty Ltd | ABN 13 080 030 173

Boat Service Gold Coast standard terms

boatservicegc.com.au | mercspares.com.au

Effective 1 October 2026. These terms govern new contracts entered into on or after that date. Earlier contracts remain subject to the terms agreed when they were made, except that we will not add a card surcharge to payments accepted from 1 October 2026.

RAM Group Pty Ltd ACN 080 030 173 | ABN 13 080 030 173
Trading as Boat Service Gold Coast
G9, The Boat Works, 200 Beattie Road, Coomera QLD 4209
Phone (07) 5580 5034 | Email coomera@boatservicegc.com.au

These terms cover sales, online orders, servicing, repairs and associated bookings. Sections 2A and 2C explain payment, cancellations, returns and consumer remedies. Contact us for a copy of the terms applicable to an earlier transaction.

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1 General

- 1.1 Non-excludable rights. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). These terms do not exclude, restrict or modify any right, guarantee, remedy or protection that cannot lawfully be excluded, restricted or modified (a Non-excludable Right), or any liability that cannot lawfully be excluded or restricted. Every provision, including Addendum A, operates subject to this clause.
- 1.2 Scope. These terms govern our sales and services through boatservicegc.com.au, mercspares.com.au, our premises, telephone, email, quotations and customer portals. The relevant sales, service, website and facility provisions apply together. The example Boat Works operator conditions in Addendum A apply to bookings there as set out in clause 3.17. Section 6 is our privacy policy.
- 1.3 Business. We, us and our mean RAM Group Pty Ltd ACN 080 030 173, ABN 13 080 030 173, trading as Boat Service Gold Coast and operating both websites identified in clause 1.2. References to our personnel include employees and contractors acting for us.
- 1.4 Customer. You and your mean the customer ordering goods, booking services or instructing us and, where that person acts as an authorised agent, the principal on whose behalf they act. You warrant that you own the goods or vessel concerned or have authority from the owner and any other necessary person to arrange the work, movements, facility bookings and security contemplated by these terms. You must give us the correct customer and owner details. We may rely on instructions from your nominated representative until notified that their authority has ended.
- 1.5 Agreement and priority. These terms form part of our quotations, orders, bookings and job authorities that refer to them, including by a website link. You accept them by placing or confirming an order or booking, authorising work orally or electronically, paying a deposit, delivering goods or a vessel for the booked work, or instructing us to proceed in circumstances evidencing acceptance of these terms. A separate signature or signed job card is not required. Our booking confirmation records the booking and the terms applying to it. An expressly agreed special condition prevails over these terms to the extent of inconsistency. Your purchase-order terms do not apply unless we accept them in writing.
- 1.6 Updates. We may update these terms for future transactions. The version accepted for a transaction applies unless varied by agreement or law.
- 1.7 Records. Keep your quotation, booking confirmation, order and invoice. Our records of telephone instructions, emails, messages, electronic acceptance and work performed may be used as evidence of the agreement and your authority.

1.8 Interpretation

- (a) Headings are for convenience and do not change the meaning of the terms.
- (b) Unless the context requires otherwise:
 - (i) the singular includes the plural, and the plural includes the singular;
 - (ii) reference to a gender includes any other gender;
 - (iii) other forms of defined words have corresponding meanings;
 - (iv) if an obligation is imposed on two or more parties, each party is liable for the obligation individually and together with each other person;
 - (v) reference to a person includes any other entity or association;
 - (vi) reference to a party includes that party's personal representatives, successors and assignees;

- (vii) a reference to a document includes a variation or replacement that validly applies to the relevant contract;
 - (viii) reference to something which comprises more than one part or aspect includes a reference to each or any such part or aspect;
 - (ix) reference to a group of persons includes a reference to all of them collectively, any two or more of them collectively, and each of them individually;
 - (x) when the Standard Terms require anything not to be done, this includes not allowing or permitting the thing to be done;
 - (xi) if a clause of the Standard Terms is void or voidable, it may be severed from the Standard Terms without affecting the validity of the other provisions of the Standard Terms;
 - (xii) sub-sub-clauses are to be read cumulatively; and
 - (xiii) a reference to legislation includes an amendment of or substitution for it and a regulation or statutory instrument issued under it.
- 1.9 Websites. We may change website content and functionality. Order errors are governed by clause 2A.2.
- 1.10 Children and visitors. You are responsible for supervising children and other people you bring to our premises. Do not allow children to climb on boats or equipment or enter operational areas.
- 1.11 Footwear. Suitable footwear must be worn on our premises and any required protective equipment must be used in operational areas.
- 1.12 Workshop access. Do not enter the workshop or other restricted areas without staff authorisation and supervision.
- 1.13 Directions. You and your visitors must comply with reasonable safety directions and site rules made available to you.
- 1.14 Smoking. Smoking and vaping are prohibited in our workshop and display areas and wherever prohibited by site rules.
- 1.15 Governing law. Queensland law governs these terms. Subject to any mandatory right to bring proceedings elsewhere, the parties submit to the jurisdiction of Queensland courts and tribunals and courts hearing appeals from them.
- 1.16 No waiver. A delay or failure to exercise a right does not waive that right. A waiver applies only to the matter and circumstances for which it is given.
- 1.17 Assignment. You must not assign or transfer this contract or any contractual right or obligation without our prior written approval. We may assign a debt or security to a financier or debt-recovery provider.
- 1.18 Electronic records. Subject to applicable law, signatures and acceptances may be given electronically and contracts may be signed in counterparts. Electronic copies may be relied on as records of agreement.
- 1.19 Complaints and notices. Send contractual notices and complaints to coomera@boatservicegc.com.au or our address on the first page, quoting the order or job number and details. Notify us promptly of a disputed invoice or suspected problem so we can investigate. A complaint does not suspend payment of other amounts properly due.
- 1.20 Permitted limitation of statutory liability. Only for goods or services not ordinarily acquired for personal, domestic or household use or consumption, and only where section 64A of the ACL permits and it is fair and reasonable for us to rely on the limitation, our liability for failure to comply with an applicable consumer guarantee is limited, at our option: for

goods, to replacement, equivalent goods, repair, or payment of the cost of replacement or repair; and for services, to supplying the services again or paying the cost of having them supplied again. This clause does not apply to guarantees excluded from section 64A or any other liability that cannot be limited.

- 1.21 Other liability. Subject to clauses 1.1 and 1.20, for a business supply of goods or services not ordinarily acquired for personal, domestic or household use or consumption, our aggregate liability is limited to the price paid or payable for the affected supply. To the extent permitted by law, we exclude indirect and consequential loss, loss of use, charter income, profits, revenue, opportunity and anticipated savings. These exclusions and limitations apply to claims in contract, tort (including negligence), bailment or otherwise. They do not apply to our fraud or wilful misconduct.
- 1.22 Customer responsibility and indemnity. You must compensate us for loss, liability, damage and reasonable costs, including legal and recovery costs, to the extent caused by your breach, negligence, unlawful conduct, inaccurate information or lack of authority, or that of people acting under your authority. You indemnify us against third-party claims to that extent, including claims by a vessel owner, financier or facility operator. The indemnity applies only to the proportion of loss caused by you or people acting under your authority.
- 1.23 Delays beyond our reasonable control. We are not liable for delay or inability to perform to the extent caused by circumstances beyond our reasonable control, including adverse weather, unsafe conditions, unexpected staff illness or injury, epidemic restrictions, labour disruption, power or system failure, breakdown of lifting or other equipment, supplier or transport delays, parts shortages and latent vessel defects. The affected performance time is extended by the resulting delay and reasonable remobilisation time. We may reschedule or suspend affected work. Authorised work, parts and facility or storage charges remain payable during the delay.

2 Sales terms

2A Orders payment and delivery

- 2A.1 Application. This section applies to all goods we sell, including new and used boats, motors, trailers, parts, electronics, batteries and accessories. Section 2C applies to returns and consumer remedies. Section 3 also applies where we install, service or repair goods.
- 2A.2 Prices and quotations. Prices are in Australian dollars and include GST unless a quotation lawfully states otherwise. Installation, freight, registration, rigging and optional items are additional unless included in the quotation or order. A written quotation is valid for its stated period or, if none is stated, seven calendar days, subject to the following conditions:
 - (a) Promotions and clearance stock. Promotional and clearance prices are subject to eligible stock remaining available and the relevant promotion remaining in force. These conditions apply even if not repeated in a quotation. A quotation's validity period does not extend a promotion or reserve stock. If the relevant stock is exhausted or the promotion ends or is withdrawn before we secure the stock or supplier promotional pricing for your order, we may withdraw or revise an unaccepted quotation. Where we have already accepted your order subject to these terms but cannot secure that stock or supplier promotional pricing because of a genuine stock shortage or supplier promotion ending or being withdrawn, we may cancel the affected undelivered order or offer available goods at a revised price under paragraph (c). We will notify you promptly.

- (b) Supplier increases on backorders. If our supplier increases the price payable by us for goods while your order is on backorder, we may increase the price of the affected undelivered goods by no more than the actual increase in our net acquisition cost, plus applicable GST. Before charging the increase, we will give you written notice stating the reason, the amount of the increase and the revised total price. This condition applies to accepted orders as well as quotations, unless we expressly agree in writing to absorb supplier increases.
 - (c) Revised price or cancellation. Following a notice under paragraph (a) or (b), either party may cancel the affected undelivered portion of the order by written notice before you accept the revised price. You may accept the revised price by written confirmation or payment of the revised amount within seven calendar days after our notice. We may suspend supply pending your response and cancel if you do not accept within that period. On cancellation under this clause, we will promptly refund all amounts paid for the cancelled portion, including its deposit, without cancellation, restocking or administration deductions despite clause 2A.8. If the cancelled goods are necessary for an integrated package to perform its agreed purpose, either party may cancel the undelivered package on the same basis. Goods already supplied and separately authorised services already performed remain payable.
 - (d) Errors. We may correct pricing, description, stock and calculation errors before accepting an order. Apart from paragraphs (a) to (c), after acceptance an obvious error may be corrected or the order cancelled only where the law permits.
- 2A.3 Manufacturer warranties. Manufacturer warranties apply on their own terms. Statutory remedies are governed by section 2C. You must review the manufacturer warranty details provided or available from each manufacturer as we cannot provide specific advice about every situation.
- 2A.4 Supply description. The accepted quotation or order identifies the goods and included items. Installation, rigging, commissioning, registration, freight and accessories are included only where stated. We do not promise performance or compatibility beyond our descriptions, agreed specifications and advice, any express warranty and the requirements of law. Additional freight may apply to rural areas or for bulky items.
- 2A.5 Inspection. Inspect goods on receipt and promptly report shortages, transit damage and apparent errors. Retain photographs, packaging and delivery records where available to assist assessment. Claims for hidden defects and other Non-excludable Rights are governed by section 2C.
- 2A.6 Selection and information. You are responsible for selecting suitable goods where you make your own selection. Supply accurate model, serial number, hull identification, application, modification and operating information when seeking advice. Part numbers and physical appearance alone may not establish compatibility. We may rely on the information you provide.
- 2A.7 Availability and delivery times. Unless expressly guaranteed in writing, dispatch, delivery and completion dates are estimates. A product listing does not guarantee immediate local stock. Goods may be sourced from a manufacturer, distributor or overseas supplier, subject to any express stock representation on the listing or order:
- (a) orders may be placed on backorder. Estimated availability may change; and
 - (b) we may supply an order in instalments. Delivery charges are governed by the quotation or order. Clause 1.23 applies to delays beyond our reasonable control.
- 2A.8 Cancellation and default. Accepted orders, including special orders, are binding. Cancellation for change of mind requires our written approval and payment of the cancellation amount under this clause. If you cancel with our approval, or we terminate for

your repudiation or material default, you must pay our loss recoverable by law, including work performed, committed supplier costs, return or restocking charges, reasonable resale costs and lost margin where recoverable. We may apply your deposit and other payments against that amount and recover any shortfall. Costs saved, mitigation and resale proceeds are credited, and any surplus is refunded. Statutory cancellation and lay-by rights prevail; no charge applies where the law requires a cancellation or refund without charge.

- 2A.9 Orders subject to water test. This condition applies only if expressly recorded in the accepted order. The test will be at an agreed time during business hours and a suitable location nominated by us, subject to weather and safety. You must assess the boat reasonably against its description, agreed specifications and disclosed condition. To cancel under this condition:
- (a) give written notice to coomera@boatservicegc.com.au or our premises by 5 pm on the next business day after the test; and
 - (b) identify the grounds on which the boat did not satisfy the agreed test condition. If you do not comply with this process, the contractual water-test condition is satisfied; and
 - (c) a \$350 including GST water-test cancellation charge applies and may be deducted from your deposit. This charge does not apply where cancellation or refund without charge is required under clause 1.1.
- 2A.10 Orders subject to finance. This condition applies only if expressly recorded in the accepted order. Unless agreed otherwise, you must take reasonable steps to obtain finance on terms reasonably satisfactory to you within ten calendar days after acceptance (the Finance Date). To cancel under this condition:
- (a) notify us in writing at coomera@boatservicegc.com.au or our premises by 5 pm on the Finance Date that satisfactory finance has not been obtained; and
 - (b) on reasonable request, provide evidence of genuine finance applications and their outcome, with unrelated personal information redacted. On valid cancellation, we refund payments received without a cancellation fee. If you do not give notice on time, this contractual condition is satisfied, subject to any extension agreed in writing and Non-excludable Rights.
- 2A.11 Acceptance. Your order is an offer to purchase. An automated order receipt or payment receipt acknowledges receipt and does not itself accept the order. We accept when an authorised staff member confirms acceptance, we issue an order confirmation expressly accepting the order, or we dispatch the goods, whichever occurs first. We may decline an order before acceptance and return any payment received. A quotation expressly allowing acceptance by signature or payment becomes binding in accordance with its stated acceptance process.
- 2A.12 Contract documents. The accepted quotation or order, agreed specifications, these terms and any expressly agreed special conditions record the contract. We may correct clerical, arithmetic or administrative errors in a document to reflect the actual agreement. An invoice records the amount payable.
- 2A.13 Delivery and risk. Risk passes on delivery to you or your authorised recipient, collection by you or your nominated carrier, or delivery to an unattended location you authorise. Provide a correct address and safe access. You must pay reasonable redelivery, waiting and handling costs caused by incorrect details, inadequate access or your absence. For boat or trailer collection, provide a suitable tow vehicle and lawful towing arrangements.
- 2A.14 Ownership. Title to each item remains with us until its price and any delivery or installation charges for that item are paid in full. Until then, keep it identifiable, take reasonable care of it and do not sell, dispose of or grant security over it without our written consent, except

- under an approved trade-credit arrangement. Our security and recovery rights are in clause 3.9.
- 2A.15 Returns. Section 2C governs returns, refunds and consumer remedies across both websites and our other sales channels.
- 2A.16 Balance and collection. Unless the order states otherwise, the balance must be paid in cleared funds and goods collected or delivery arranged within seven calendar days after notice that they are ready. We may withhold release until payment clears. Overstay charges for boats kept beyond the collection due date are set out in clause 3.10. For other goods, reasonable storage and handling charges may apply. If you materially default, we may terminate, resell and recover our loss under clause 2A.8, subject to any notice required by law.
- 2A.17 Payment methods. From 1 October 2026, no card surcharge is added to any card payment we accept. For new contracts for boats, motors or trailers, credit, debit and prepaid cards, including card-funded digital wallets, are accepted only for the initial deposit, up to 20% of the total GST-inclusive purchase price. The limit is cumulative across all cards and transactions. Any excess deposit, later instalment and balance must be paid by bank transfer or another non-card method we agree to accept, in cleared funds before release.
- (a) A motor means a complete propulsion motor or engine, including an outboard, inboard, sterndrive engine, sterndrive transmission, or electric trolling motor, whether new or used. The restriction also covers a boat/motor/trailer package and an engine or repower package sold with installation, rigging or accessories. The relevant purchase price is the agreed price of the whole package. Separate ordinary parts, accessory and servicing purchases may be paid by an accepted card. Dividing a package into invoices does not increase the card allowance.
- (b) These payment restrictions apply across both websites, in-store, telephone, email and payment portals and form part of the payment terms for the order. An offsite card authority does not permit a charge prohibited by this clause.
- 2A.18 Responsibility. You must use, install and maintain goods safely and in accordance with appropriate instructions. We are not responsible to the extent a problem is caused by:
- (a) misuse, accident or failure to carry out required maintenance;
- (b) an unsuitable installation or modification carried out by you or another person, excluding anyone for whose conduct we are legally responsible; or
- (c) inaccurate information supplied by you on which we relied.
- 2A.19 Serial numbers and compatibility. Provide the engine serial number and relevant hull, drive, transom or trailer identification numbers. Horsepower and model descriptions alone may be insufficient. We may defer advice or supply until the information is available. If you choose to order without the information needed to verify compatibility, you bear the risk of your independent selection.
- 2A.20 Credit and overdue accounts. Credit is available only with our approval. Otherwise, pay when due under the order or these terms. An amount properly due and unpaid for more than seven calendar days bears simple interest at 10% per annum, calculated daily from its due date until payment. You must pay reasonable debt-recovery and enforcement costs actually incurred because of your default, including external collection and legal costs, to the extent recoverable by law. Notify invoice queries promptly and pay all undisputed amounts when due.
- 2A.21 Suspension and security for payment. We may suspend further credit, deliveries or unperformed work if payment is overdue, you fail to provide agreed information or access,

or we have reasonable grounds to doubt your ability to pay. We may require cleared payment in advance, progress payments or reasonable security before commencing or continuing. We may immediately pause work for a safety risk, suspected fraud or unlawful conduct, subject to any notice required by law.

2B Used boats motors and trailers

- 2B.1 Scope. This section applies to used and second-hand boats, motors and trailers. Their age, price, description and disclosed condition are relevant to their expected condition and performance.
- 2B.2 Additional warranties. No additional 30-day, 90-day or 50/50 repair warranty is included unless expressly offered in writing for the particular sale. Manufacturer warranties apply on their own terms in addition to Non-excludable Rights.
- 2B.3 Condition. Used goods are supplied in their described condition, having regard to age, hours, price and defects specifically drawn to your attention before sale. Inspect the goods or arrange an independent inspection before an unconditional purchase. We do not warrant that used goods are free of ordinary wear or that every component has been dismantled or tested.
- 2B.4 Inspections and history. Unless included in the agreed scope, our inspection is not a comprehensive marine survey, structural assessment, internal strip-down or verification of every component or service-history entry. Any survey or specialist inspection you require is at your cost. We may pass on third-party history as such without independently verifying it.
- 2B.5 Later problems. We are not responsible for problems to the extent caused by:
- (a) fair wear consistent with the disclosed age and condition, misuse, inadequate maintenance, accident, racing or operation outside the stated design limits; or
 - (b) impact, overheating caused by debris or inadequate cooling water, contamination, unsuitable fuel or oil, reverse polarity, inadequate corrosion protection, or incorrect installation or modification by a person for whom we are not responsible.
- 2B.6 Repairs. Follow the claims and return procedure in section 2C before commissioning repairs at our expense.
- 2B.7 Claims. Use the process in section 2C:
- (a) notify us promptly with the unit details, proof of purchase and description of the problem;
 - (b) stop using the unit if further use would be unsafe or could worsen the damage, and reasonably preserve evidence; and
 - (c) agree safe inspection and transport arrangements with us. Responsibility for reasonable transport and assessment costs is determined under section 2C and the law.
- 2B.8 Work authorised separately from a consumer remedy is governed by section 3.
- 2B.9 We may inspect, test or obtain specialist advice to assess the reported problem. Clauses 1.19, 1.20 and 1.21 and section 2C govern disputes, liability and remedies.

2C Returns refunds and consumer remedies

- 2C.1 Application. This policy applies to goods bought from RAM Group Pty Ltd through boatservicegc.com.au, mercspares.com.au and our other sales channels. It covers new, used, discounted and special-order goods. Clause 1.1 applies to this policy.
- 2C.2 Change of mind. We do not offer refunds, exchanges or returns merely because you change your mind, find a lower price elsewhere, no longer need an item or independently

- select the wrong item where we supplied exactly the item accurately described and ordered. This includes special orders, electrical and electronic items, installed or used goods and opened products. This exclusion does not apply to our supply error, inaccurate description or advice, or a failure to meet an applicable consumer guarantee.
- 2C.3 Discretionary returns. We may consider an exception individually but are not obliged to do so. Obtain our written agreement before returning change-of-mind goods. We may require them to be unused, uninstalled, complete and in saleable original packaging, and may require you to pay return freight and a reasonable restocking or supplier charge disclosed and accepted before you return them. The agreed remedy may be an exchange, credit or refund. These conditions and deductions do not apply to a statutory remedy.
- 2C.4 Major failure. If goods have a major failure under the ACL and you are entitled to reject them, you may choose a refund or replacement. Alternatively, you may keep them and claim compensation for the reduction in value. You may also have rights to compensation for reasonably foreseeable loss caused by the failure.
- 2C.5 Other failures. For a failure that can be remedied and is not major, we may choose an appropriate repair, replacement or refund as the law allows, and must provide the remedy without charge within a reasonable time. If we refuse or fail to remedy it within a reasonable time, you may have further rights, including having it repaired elsewhere and recovering reasonable costs or rejecting it. Your statutory rights do not expire simply because a manufacturer warranty has expired.
- 2C.6 Claims and return procedure. Contact coomera@boatservicegc.com.au or (07) 5580 5034 with proof of purchase, product and serial details and a description of the problem. Supply photographs or video where reasonably available. Obtain our return instructions before shipping, particularly for boats, engines, batteries or bulky or dangerous goods. We may inspect, test or arrange specialist assessment before determining a remedy. Subject to clause 2C.5, do not commission third-party repairs at our expense without our authority.
- 2C.7 Return and assessment costs. For goods that can be readily returned, you may initially return them and retain evidence of reasonable transport costs. Where a problem covered by the ACL is confirmed, we reimburse reasonable return costs. Where goods cannot be returned without significant cost because of their nature, size or the failure, we arrange collection at our expense where required by law. Original packaging is not required for an ACL claim. We do not charge a restocking, processing or assessment fee for a valid statutory remedy. If no failure for which we are responsible is found, we may charge only reasonable inspection and transport costs that we disclosed and you agreed to in advance, as permitted by law.
- 2C.8 Refund processing. A statutory refund is for the amount required by law, without deductions for use, restocking or our payment-processing costs. Refunds are ordinarily made to the original payment method; card refunds go to the original card account where identifiable, subject to applicable provider rules and any lawful alternative arrangement. We process an agreed or established refund promptly. A bank or payment provider may take additional processing time.
- 2C.9 Time and evidence. Tell us promptly when a problem is discovered. There is no fixed seven-day or other short reporting limit on ACL rights. Statutory limits, including the reasonable period for rejecting goods, still apply. Failure to report promptly affects a claim only to the extent the law permits, for example where avoidable additional damage is caused. You must take reasonable steps to prevent further loss.
- 2C.10 Services and manufacturers. Contact us about a problem with services we supplied. Depending on the failure, remedies can include rectification, re-supply, cancellation, an appropriate refund or compensation under the ACL. We may liaise with a manufacturer or

specialist for assessment, but you are not required to pursue the manufacturer instead of exercising rights against us.

3 Service repair and offsite work

- 3.1 Work authority and charges. You authorise the work and associated diagnostic steps requested by you or your authorised representative by telephone, email, message, online booking, quotation acceptance or other agreed method. A signed job card is not a condition of that authority. Estimates are indicative only; only a quotation expressly stated to be fixed fixes the price for its specified scope. Diagnosis may require chargeable dismantling, testing, consumables and reassembly. Additional work outside the authorised scope or spending limit requires further authority, which may be given orally or electronically. If you cannot be contacted, we may pause work and take reasonably necessary steps to protect people or property from imminent harm, with charges recoverable to the extent permitted by law.
- (a) If you stop or cancel work, you must pay for work performed, ordered parts and commitments reasonably made in carrying out your instructions, and necessary make-safe or reassembly work. Diagnostic, dismantling, testing and reassembly time remains chargeable even if no repair is approved or an economic repair is not possible. We may decline work that cannot safely or satisfactorily be completed.
- (b) A service or repair covers its agreed scope and is not a comprehensive survey or a guarantee against unrelated or future faults. If you decline recommended work, you are responsible for resulting problems to the extent caused by that decision. We may record the advice, your instructions and the vessel condition.
- 3.2 Owner and representative authority. You warrant that you own the vessel or goods or have the owner's authority to accept these terms, including the security in clause 3.9 and facility-booking authority in clause 3.17. You must obtain any required co-owner or financier consent and provide owner and vessel details when requested. We may rely on your representation of authority. You must compensate and indemnify us under clause 1.22 for loss caused by an absence or misrepresentation of that authority.
- 3.3 Information and access. Give us accurate operating and safety information, keys, access instructions, fault history and details of modifications, hazardous materials and known defects. Identify alarms, isolators, lifting points and operating restrictions. If access is unavailable or unsafe, or information is materially incomplete, we may postpone or suspend work. You must pay reasonable wasted attendance, travel and waiting costs caused by that failure, calculated at the applicable agreed labour or call-out rate and actual external costs.
- 3.4 Custody and property. Remove valuables and loose equipment, secure items that could move during handling or testing, and tell us about anything requiring special care. Keep the vessel and contents insured. We are not an insurer and do not assume responsibility for pre-existing defects, unsecured contents, deterioration or loss for which we are not legally responsible.
- 3.5 Payment. Unless we approve credit, service invoices are payable on completion and before release or collection, whichever occurs first. We may require deposits and progress payments for substantial work or special-order parts. All payments must clear before release. Clauses 2A.17, 2A.20 and 2A.21 apply.
- 3.6 Offsite work. We may require prepayment, progress payments or a valid card authority before attending offsite. You must arrange access and advise parking, induction, berth and marina requirements. Travel and waiting time are chargeable at the applicable agreed labour or call-out rate; parking, access and facility charges are additional at cost unless included in the quote. Motor and repower purchases remain subject to clause 2A.17.

- 3.7 Operation and testing. You authorise movements, diagnostic running and sea trials reasonably necessary for the agreed work, performed by appropriately authorised personnel and subject to safe conditions. We may engage suitable subcontractors. You must:
- (a) tell us about known operating limitations and provide the information and equipment reasonably necessary for safe testing;
 - (b) ensure any required owner, berth or site permissions are available; and
 - (c) maintain required registration and insurance for the authorised movements, testing and sea trials.
- 3.8 Retention and lien. In addition to any lien arising by law, you grant us a contractual and/or maritime lien over each vessel or item delivered to us for work, storage or supply. We may retain it until all amounts properly owing in connection with that vessel or item, including parts, labour, facility charges, storage and recoverable enforcement costs, are paid in cleared funds. We are not obliged to release it merely because you dispute an amount or offer alternative security, except where the law requires. Storage continues during lawful retention.
- 3.9 Security interest. By accepting these terms, you grant us a security interest under the Personal Property Securities Act 2009 (Cth) (PPSA) in each item we supply on credit and in each vessel, motor or trailer you own or are authorised to encumber for which you request our work, supply, booking or storage services, together with identifiable proceeds. The collateral is the relevant goods, vessel, motor or trailer described in our quotation, order, booking confirmation, invoice or work records, including its serial, registration or hull identification details where recorded. The security secures all amounts properly owing in connection with that collateral, including parts, labour, authorised facility charges, storage and recoverable enforcement costs. It arises under these terms without a separately signed job card or security document, when the requirements for attachment under the PPSA are met.
- (a) You authorise us to register and maintain the security on the Personal Property Securities Register and must promptly provide accurate identity, ownership and collateral information and reasonable assistance. You must not dispose of or further encumber collateral contrary to these terms. You are responsible for reasonable registration and enforcement costs arising from your default to the extent recoverable by law.
 - (b) On a material payment default, we may exercise the rights of a secured party, including lawful possession and sale, after giving any notice required by law. You must give reasonable access to collateral for lawful inspection or recovery. We will account for sale proceeds and any surplus as required by law; you remain liable for any lawful shortfall.
 - (c) To the extent permitted by section 157 of the PPSA, you waive the right to receive a verification statement. A repairer's lien arising by operation of law is additional to, and distinct from, this contractual security.
- 3.10 Collection and overstay. Collect your boat by the agreed collection or departure date or, if no date is agreed, within three calendar days after we notify you it is ready. Sales collection dates are governed by clause 2A.16. If you fail to collect when required under this clause, the following minimum daily overstay charges apply from the next calendar day after the applicable collection date, for each day or part day until removal:
- (a) a boat occupying our premises: \$150 per day including GST, unless a higher rate is stated in the accepted quotation or booking; and

- (b) a boat at The Boat Works or another marina or hardstand supplier: the applicable daily storage, berth or hardstand rate charged by that operator, including applicable GST. Actual additional operator charges for movements, lifting or other services are also payable under clause 3.17.

These are storage and occupancy charges and continue during lawful retention for unpaid amounts. External facility charges incurred during the work are payable from when incurred and are not subject to the collection grace period.

- 3.11 Booking cancellation. If you cancel, postpone or fail to attend a booking, you must pay our reasonable loss from reserved labour that cannot be redeployed, work performed, committed parts and third-party booking or cancellation charges, less costs saved or otherwise recovered. We may deduct these amounts from a deposit and recover any shortfall.
- 3.12 Overdue accounts. The interest, reasonable recovery-cost and dispute provisions in clause 2A.20 also apply to service invoices.

The default interest rate is 10% per annum, calculated daily as simple interest.
- 3.13 Vessel readiness. Keep the vessel free of pests and disclose contamination, infectious hazards and other risks before delivery. Do not bring animals into operational areas without approval, subject to lawful assistance-animal rights. Ensure the vessel and trailer are registered where required, and have the safety equipment legally required for the operation you authorise, including lights and lifejackets. Tell us if these requirements cannot be met so testing or transport can be arranged safely and lawfully.
- 3.14 Conduct. Do not conduct sales or unauthorised business on our premises, obstruct operations, or engage in unlawful, hazardous, threatening or nuisance conduct. We may require a person to leave, restrict access or suspend work to protect safety, property or operations.
- 3.15 Collection inspection. Inspect the vessel, supplied goods and work on collection and promptly notify apparent damage or discrepancies. We may photograph and record its condition at arrival and handover.
- 3.16 Stored data. Repairs and software updates may erase settings, charts, waypoints or other stored data. Back up your data and remove sensitive information before repair. Unless data backup or recovery is expressly included in the agreed work, it is your responsibility.

3.17 Lifting hardstand and third-party facilities

- (a) Your instruction to book, lift, move, hardstand, berth, wash or store your vessel authorises us, as your booking agent, to arrange the required facility services and complete and submit the operator's booking and lifting documents on your behalf. Authority may be given by telephone, email, message or conduct accepting these terms; the owner is not required by us to sign a separate job card. You warrant that you have the owner's authority for these arrangements.
- (b) We ordinarily make these bookings through our tenant account at The Boat Works. You authorise us to accept its operator conditions in Addendum A (as amended from time to time) for the booked services, identify the vessel and owner, provide necessary information and arrange the lifts, movements, hardstand and related services reasonably required for the authorised job. This includes any operator lien or vessel security in those conditions to the extent you have authority to grant it. It does not authorise us to nominate you or another person as a personal guarantor without specific authority.
- (c) You must pay or reimburse all facility charges properly incurred in carrying out that authority, whether the operator invoices you or us. The absence of an owner-signed

card authority does not remove your reimbursement obligation to us. Our invoice may include the operator charges and any booking or coordination charge included in our quotation. Unless approved credit applies, payment must clear before relaunch or release.

- (d) Addendum A reproduces The Boat Works standard conditions supplied to us. The booking-specific vessel, customer, service and price information is recorded in the operator booking. The operator's current terms, rates and site rules may also be obtained directly from its office. For another marina or hardstand, you authorise us to arrange the facilities reasonably required for the job on that operator's applicable booking terms; copies are available from the operator or from us on request.
 - (e) You must provide accurate dimensions, weight, sling and lifting-point information and disclose vulnerable coatings, fittings, defects and other handling risks. You and your representatives must comply with the operator's lawful directions and site rules. You indemnify us under clause 1.22 for claims and costs caused by inaccurate information, lack of authority, your instructions or a breach by you or your representatives.
 - (f) The facility operator performs and controls its lifting, washing, hardstand and storage services. We do not independently warrant the suitability of its plant, the condition of your coatings or the outcome of water blasting. Estimated dates may change because of weather, equipment availability, parts delays, unexpected staff illness or other events under clause 1.23. Facility charges continue for the actual period and services used. You remain responsible for charges properly incurred under your booking authority.
 - (g) The facility agreement governs the operator's services; these terms govern our work and booking arrangements. We arrange facility services as booking agent through our tenant account and do not operate the facility or perform its lifting services.
- 3.18 Insurance. Maintain comprehensive insurance for the vessel's market value and appropriate cover for authorised work, lifting, movements, storage and sea trials. At The Boat Works, maintain public-risk cover of at least \$10 million per incident for vessels under 24 metres and \$20 million for vessels 24 metres or longer. At another facility, meet that operator's applicable insurance requirements. Provide evidence when requested. Insurance does not replace your payment obligations or expand our liability.
- 3.19 Uncollected goods. We may exercise any available lien, security and statutory disposal right in relation to uncollected or unpaid goods. This includes rights under the Disposal of Uncollected Goods Act 1967 (Qld), subject to its required notices, periods and sale procedure. You must pay lawful storage, removal, enforcement and disposal costs. Sale proceeds are applied and any surplus accounted for as the law requires.

3.20 Refurbished goods and parts

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

3.21 Offsite card authority

If you give us a valid card authority for offsite services, you authorise payment of an unpaid service invoice seven calendar days after it is sent to your nominated email address, within the scope of that authority. The invoice is notice of the proposed amount. The restrictions in clause 2A.17 always apply. Card details must be supplied through our secure payment process.

Notify us promptly of an invoice query, card change or withdrawal of authority. Withdrawal operates prospectively once received and does not cancel the debt; we may require

another payment arrangement before further work. Charges must remain within the authority and applicable law.

4 Water tests and demonstrations

- 4.1** A test or demonstration is subject to suitable weather, safe conditions, lawful operation and the operator's directions. Tell us about relevant medical, mobility or experience limitations, wear required safety equipment and do not operate a vessel without approval. We may postpone, restrict or end a test for safety or operational reasons.
- 4.2** You accept the ordinary risks of boating, including movement, wet surfaces and changing weather. Follow directions and take care of your own safety. You are responsible under clause 1.22 for loss caused by your negligent or unlawful conduct.
- 4.3** The sales water-test condition and \$350 cancellation charge are in clause 2A.9. Any separately quoted demonstration fee is payable as quoted.

5 Website use

- 5.1 These website-use terms apply to boatservicegc.com.au, mercspares.com.au and our associated customer portals. Sale and service contracts are governed by the applicable transaction terms above.
- 5.2 You may use the websites for lawful enquiries and purchases. We or our licensors own the relevant website content, photographs, branding and other intellectual property. You may use content for personal purchasing purposes and as otherwise permitted by law; commercial republication requires the rights holder's permission.
- 5.3 Prices, delivery offers and availability are directed to Australian customers unless expressly stated otherwise. Overseas supply requires our agreement on freight, destination requirements and any applicable taxes before acceptance.

Permitted use and account security

- 5.4 Protect your login credentials, use accurate account and order details, and promptly report suspected unauthorised access. You are responsible for authorised use of your account and for loss caused by your failure to safeguard credentials or correct account details.

Prohibited conduct

- 5.5 You must not:
 - (a) use the websites for any activities, or post or transmit to or via the websites any information or materials, which breach any laws or regulations, infringe a third party's rights or privacy, or are contrary to any relevant standards or codes;
 - (b) harass or threaten others, unlawfully defame a person, or materially interfere with another person's lawful use of the websites;
 - (c) use the websites to send unsolicited commercial or bulk electronic mail messages to anyone;
 - (d) place fraudulent orders or knowingly false enquiries;
 - (e) provide false information when registering or changing your registration details;
 - (f) impersonate another person when using the websites;
 - (g) transmit unlawful material;
 - (h) tamper with, hinder the operation of or make unauthorised modifications to the websites;
 - (i) knowingly transmit any virus or other disabling feature to or via the websites; and
 - (j) attempt any of the above acts or permit another person to do any of the above acts.

External content and suppliers

- 5.6 We may use manufacturer and supplier information in product listings. Specifications, included items and the accepted order determine the supply. Manufacturer branding or reference material does not create an additional warranty by us beyond the accepted description, any express warranty and clause 1.1.
- 5.7 Third-party links, products and services have their own terms and privacy arrangements. We do not control external websites. Unless we expressly agree otherwise, an independent transaction you enter with a third party is between you and that party.
- 5.8 Images may be illustrative where clearly identified as such. The stated specification and included items govern, subject to your rights concerning misleading descriptions and representations. Contact us before ordering if a material feature is unclear.
- 5.9 We may receive a commission or referral fee from a third-party provider for a referral.

Prices and transactions

- 5.10 Website prices, content and availability may change. The price for an accepted order is governed by section 2A.

Privacy

- 5.11 We handle personal information under section 6 and applicable law. Payment information is processed through our payment providers and their applicable terms.
- 5.12 If you ask us to send invoices or order information to another person, you authorise the reasonably necessary disclosure to that nominated recipient. Tell us promptly if that authority changes.

Electronic billing

- 5.13 We may send invoices, order confirmations and service updates electronically to the address or number you nominate.
- 5.14 You must keep your nominated email address current and monitor it, including junk folders. An invoice or notice is not ineffective merely because you do not open it. If transmission fails, we may use another contact method.
- 5.15 Payment dates are governed by the order, booking and these terms. Changing your billing address or recipient does not defer payment.
- 5.16 To help us communicate with you:
- (a) notify us if your billing email address changes;
 - (b) ensure that you have sufficient space available in your email mailbox to receive your email bill;
 - (c) check your junk email folder to see if your email bill has been delivered there instead of your inbox;
 - (d) contact us if you do not receive your email bill; and
 - (e) keep your email account secure to protect the privacy of your personal and credit information contained in the email bill.
- 5.17 A nominated billing recipient may receive billing information on your behalf but cannot vary your order unless you also authorise that role.

Availability and responsibility

- 5.18 We do not guarantee uninterrupted or error-free website access. Use appropriate security software and retain your order records.
- 5.19 Website liability is governed by clauses 1.1, 1.20 and 1.21.
- 5.20 We are not responsible for interruptions or loss caused by systems outside our control, your equipment, your failure to safeguard access details or your misuse of the websites.
- 5.21 Notify us promptly of a suspected website fault affecting an order.
- 5.22 Take reasonable steps to prevent or minimise loss and retain relevant order and transaction records.

Your responsibility

- 5.23 Clause 1.22 applies to loss caused by your misuse of the websites.
- 5.24 You must reimburse reasonable costs we incur in responding to your unauthorised use or a claim caused by your breach, to the extent recoverable under clause 1.22.

Access restrictions

- 5.25 Discontinuing use of the websites does not cancel an accepted order or amounts owing.

- 5.26 We may suspend, restrict or cancel website access or an account for security, suspected fraud, unlawful activity, material breach or operational necessity. Existing payment obligations continue.
- 5.27 If online access is unavailable, contact us at coomera@boatservicegc.com.au or (07) 5580 5034 about an existing transaction.

Messages and submitted material

- 5.28 We may send messages reasonably necessary to administer your enquiry, order or service booking. Marketing is governed by section 6. You must:
- (a) keep your contact details current and take reasonable steps to monitor the nominated address or number; and
 - (b) tell us when your authorised contact person changes.

Feedback and reviews

- 5.29 You retain ownership of material you submit. You grant us a non-exclusive, royalty-free licence to use and reproduce it to administer the transaction, assess claims and keep business records. For material you submit for public display, including a product review, you also permit publication and reasonable formatting for that purpose. You warrant that you have the necessary rights to provide it.

GST

- 5.30 Consumer-facing prices include GST where applicable. Where an agreed business quotation clearly states a price exclusive of GST, GST is added at the applicable rate and shown on the invoice.

6 Privacy policy

- 6.1 This policy describes how RAM Group Pty Ltd handles personal information in operating Boat Service Gold Coast, boatservicegc.com.au and mercspares.com.au, including sales, service, enquiries and employment applications. We comply with applicable privacy law, including the Privacy Act 1988 (Cth) and Australian Privacy Principles where they apply to us.

Information we handle

- 6.2 Personal information is information or an opinion about an identified or reasonably identifiable individual, whether true or not and whether recorded or not. We collect only information reasonably necessary for our activities. Sensitive information is handled with consent where required, or under a lawful exception.

Types of information

- 6.3 Depending on your dealings with us, information may include:
- (a) your name, contact and delivery details, organisation, authorised contacts and account information;
 - (b) orders, invoices, payment status, transaction references and information needed to verify an order or assess an agreed credit application;
 - (c) vessel, engine and trailer details, service history, diagnostic records and photographs relevant to identification, condition, work or warranty claims;
 - (d) correspondence, call or enquiry notes, complaints and stated communication preferences;
 - (e) website usage and device information, such as IP address, browser information, pages viewed, cookies and advertising interactions; and

- (f) information supplied for employment applications or necessary to manage our personnel, subject to applicable law.

Collection and purposes

- 6.4 We usually collect information from you, your authorised representative and your use of our websites. We may also collect relevant information from payment, delivery, platform and service providers, manufacturers, insurers or other lawful sources where reasonably necessary and permitted. We use it to answer enquiries, process orders and payments, deliver goods, perform and record work, administer warranties and claims, prevent fraud, maintain business records, improve services and meet legal obligations. If necessary information is not supplied, we may be unable to provide the requested service. Anonymous enquiries are welcome where practicable.

Security and retention

- 6.5 We take reasonable technical and organisational steps to protect information from misuse, interference, loss and unauthorised access, modification or disclosure. These include:
- (a) limiting access to people and providers who reasonably need it for their roles;
 - (b) appropriate account, system and physical security controls; and
 - (c) retaining information for lawful business and recordkeeping needs, then securely deleting or de-identifying it when no longer required, subject to legal retention obligations. No online system is completely secure. Use our secure payment channels and do not email full card details or card security codes.

Use and disclosure

- 6.6 We use and disclose personal information only for the purposes described in this policy or otherwise permitted by law:
- (a) relevant information may be shared with our personnel and service providers for order processing, delivery, workshop work, accounting, IT support, hosting, payment processing, analytics and business administration;
 - (b) relevant information may be disclosed to manufacturers and distributors for product registration, diagnostics, warranty, recalls and technical support, and to authorised marina or hardstand operators for approved bookings;
 - (c) we may disclose information to professional advisers, insurers, debt-recovery providers, regulators, courts or law-enforcement bodies where reasonably necessary and lawful. We do not sell customer personal information;
 - (d) we use Odoo, Ecwid by Lightspeed, Wix, Google and Microsoft for business systems, websites, online orders, communications, storage, analytics or advertising, as applicable. We also provide relevant owner, vessel, product, diagnostic and claim information to Brunswick Corporation and its Mercury Marine group for registration, warranty, recalls, technical support and related dealer services. These suppliers may handle information outside Australia as described below;
 - (e) sensitive information is used or disclosed with consent where required or under an applicable legal exception;
 - (f) we take reasonable steps to keep relevant personal information accurate, complete and current, and ask you to tell us about corrections; and
 - (g) we may use contact details for marketing where we have consent or another lawful basis, with an unsubscribe facility. Necessary transactional communications may continue after marketing opt-out.

Overseas service providers

Information may be stored, backed up, supported or otherwise processed overseas. Relevant locations identified in the providers' published information include the following, depending on the service and hosting region used:

- (a) Odoo: France, the Netherlands and Canada for backups for the Oceania hosting region; other published hosting regions and support arrangements include Belgium, Singapore, Taiwan, the United States, India, Saudi Arabia and Sweden. An Australian production database does not mean its backups or support access remain in Australia. Privacy information: <https://www.odoo.com/privacy>.
- (b) Ecwid by Lightspeed: the United States and Canada, with international infrastructure and support providers. Online-store, customer and order information may be processed within this group and its service providers. Privacy information: <https://www.lightspeedhq.com/au/legal/privacy-policy/>.
- (c) Wix: the United States, Ireland, Israel, South Korea and Taiwan, and other locations used for service delivery or legal requirements. This may include website-visitor, enquiry and customer information. Privacy information: <https://www.wix.com/about/privacy>.
- (d) Google: the United States and other countries in its global infrastructure, including Singapore, Taiwan, Ireland, Belgium, Finland and the Netherlands. The relevant services may handle website usage, advertising interactions, communications or business records. Privacy information: <https://policies.google.com/privacy>.
- (e) Microsoft: the United States and other countries where its group or providers operate, including Austria, Brazil, Canada, Finland, France, Germany, Hong Kong, India, Ireland, Japan, South Korea, Luxembourg, Malaysia, the Netherlands, Singapore, South Africa and the United Kingdom. This may include email, documents, business records and support information. Privacy information: <https://www.microsoft.com/en-us/privacy/privacystatement>.
- (f) Brunswick Corporation and Mercury Marine: the United States and other countries in which the group and its relevant service providers operate. The precise destination depends on the registration, diagnostic, warranty, recall or support service. Privacy information: <https://www.brunswick.com/privacy-policy>.

These locations describe relevant provider arrangements, not a statement that every customer record is sent to every country listed. Further recipients may be located where the provider or its support subcontractors operate; it is not always practicable to identify every destination in advance. We take the steps required by applicable privacy law for overseas handling. Contact coomera@boatservicegc.com.au for further information about the providers and locations relevant to your dealings.

Cookies and marketing preferences

- 6.7 Our websites may use cookies and similar technologies for shopping carts, security, preferences, analytics and advertising measurement or remarketing. Third-party providers may receive device and usage information for those purposes under their own policies. You can manage cookies through your browser and available website or advertising-provider controls; disabling essential cookies may affect functionality. You may unsubscribe from marketing using the message link or contacting coomera@boatservicegc.com.au. We action marketing unsubscribe requests within five business days, or sooner where required. Necessary order and service messages may continue.

Access correction and complaints

- 6.8 To request access or correction, ask about this policy or complain, contact the Privacy Contact at coomera@boatservicegc.com.au, (07) 5580 5034 or our address on the first page. We may reasonably verify your identity. We assess the request or complaint and respond within a reasonable time. Access, correction and any permitted charges are handled under applicable law. If we refuse a request, we explain the available reasons and complaint options. If unresolved and the Privacy Act applies, you may contact the Office of the Australian Information Commissioner at oaic.gov.au or 1300 363 992. The current policy is published on our websites.

7 Email and electronic communications

- 7.1 Use appropriate security precautions when opening electronic files or links. Liability is governed by clauses 1.1, 1.20 and 1.21.
- 7.2 Authorised staff may confirm orders, bookings, instructions and variations by telephone or electronically within their authority. Automated order acknowledgements are governed by clause 2A.11.
- 7.3 Only staff acting within their authority may vary a contract or give an additional company warranty.
- 7.4 We do not authorise unlawful, defamatory or infringing communications. Tell us promptly if you believe a message sent in our name is fraudulent or inappropriate.
- 7.5 Quotations, estimates and electronic variations are governed by clauses 2A.2 and 3.1. Verify an unexpected change to our bank details by calling our published telephone number before paying.
- 7.6 If you receive a message in error, notify coomera@boatservicegc.com.au and delete it. Do not disclose or use confidential or privileged information except as permitted or required by law.

Addendum A The Boat Works operator conditions

This addendum contains the operator's standard conditions for bookings at The Boat Works. References to the Customer, Vessel, dates, charges, operator and other particulars are completed by the applicable facility booking record. Our authority to arrange that booking and your obligation to pay its charges are set out in clause 3.17. Contact The Boat Works directly to check current terms and conditions. These operator conditions do not set BSGC's own default charges.

1. Defined terms and interpretation

1.1 Defined terms

In this document:

Authority means any State, Federal or local government or other person or authority having jurisdiction over the Vessel or the Centre.

Claim means any claim, action, proceeding or demand, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Commencement Date means the commencement date set out above.

Common Areas means all parts of the Centre intended by GCMC for common use by the Occupants.

Consumer Law means the Competition and Consumer Act 2010 (Cth) and any other State or Federal legislation in force relating to consumer agreements.

Centre means the land and all improvements at 1 Boatworks Drive, 28 Waterways Drive, 16 Waterways Drive, 187, 197 and 199 Beattie Road Coomera, Gold Coast QLD 4209, which comprise GCMC's hardstand, vessel lifting and maintenance and repair facilities from time to time and includes the Vessel Hardstand Area.

Centre Access Fee means the fee as specified in GCMC's standard fee schedule from time to time which is payable to GCMC before the Customer is given access to the Centre.

Centre Opening Hours means the business hours of the Centre as notified to the Customer from time to time.

Courtesy Car means the vehicle described in clause 16.

Cost includes any cost, charge, expense, outgoing, payment or other expenditure including all reasonable legal fees.

Customer means the party specified above as the customer, and where that party is acting as agent of the Vessel Owner, the Vessel Owner, provided that the agent has specified in the Vessel Information Form that it is acting as an authorised agent of the Vessel Owner.

Customer's Associates means each and every one of the Customer's employees, agents, contractors, customers, clients, visitors (with or without invitation) who may at any time be in the Centre.

Default Rate means 15% per annum, compounding daily.

Expiry Date means the date (if any) specified above or such other date as may be agreed in writing by the parties.

Fees means the Centre Access Fee, Hardstand Fees, Lifting Fees, Storage Fees and Use Fees.

GCMC means the operator of the Centre, being the party specified as the operator above.

GCMC's Employees means all of the employees of GCMC or persons authorised to act on GCMC's behalf.

GCMC Services means any or all of the Hardstand Services, Lifting Services and Storage Services.

Guarantor means the person or persons (if any) specified as the guarantor above.

Hardstand Fee means the fees charged by GCMC from time to time for Hardstand Services.

Hardstand Services means the storage of the Vessel on the Vessel Hardstand Area and the services provided by GCMC pursuant to this document, including but not limited to:

(a) forklift services;

- (b) *cradle and block hire;*
- (c) *antifouling;*
- (d) *provisions and materials;*
- (e) *electrical power supply; and*
- (f) *any other services provided by GCMC from time to time.*

Keys includes any keys, encoded cards or other articles for accessing the Centre.

Law means any statute, rule, regulation, proclamation, ordinance or by-law, present or future, State, Federal or otherwise.

Lifting Fee means the fees charged by GCMC from time to time for the Lifting Services.

Lifting Services means the lifting services specified in this document and provided by GCMC pursuant to this document, including but not limited to:

- (a) *removal of the Vessel from the Marina to the Vessel Hardstand Area;*
- (b) *removal of the Vessel from the Vessel Hardstand Area to the Marina;*
- (c) *lifting of the Vessel from the water for the purpose of short duration survey and inspection lift and thereafter the return of the Vessel to the water;*
- (d) *movement of the Vessel from a transport vehicle to the Vessel Hardstand Area or the Marina;*
- (e) *movement of the Vessel from the Vessel Hardstand Area or the Marina to a transport vehicle;*
- (f) *movement of the Vessel within the Centre; and*
- (g) *high pressure water cleaning of the hull of the Vessel.*

Lockable Garage Rental means rental of garage space as provided in Item 5 and clause 18.

Manager means the manager of GCMC from time to time, or its nominee.

Marina means that area of the Centre comprising the marina berths, seawall, slipways, piers, pontoons, gangways, ramps, mooring gear and all other associated improvements and infrastructure and includes the berth.

Occupants means tenants, licensees and other occupants of the Centre, as the context indicates.

Possession has the meaning given to that term in the PPSA.

PPSA means the Personal Property Securities Act 2009 (Cth).

Rules and Regulations means the rules and regulations set out by GCMC from time to time relating to the use, enjoyment, management and care of the Centre.

Services includes:

- (a) *the services provided to the Centre by authorities, including water, electricity and waste outlets; and*
- (b) *other additional operating costs of the Centre incurred by GCMC applicable to the use of the Centre by the Customer or the Customer's Associates.*

Security Deposit means the amount (if any) specified above.

Security Interest has the meaning given to that term in the PPSA.

Storage Fees means the fees charged by GCMC from time to time for Storage Services.

Storage Services means any storage of the Vessel, including berthing at the Marina, storage in containers, trailer boats and work bays, and any associated services.

Term means the period of time from the Commencement Date to the Expiry Date.

Use Fees means an amount representing the fixed daily fee set by GCMC from time to time multiplied by the number of days (or part thereof) that a Vessel is at the Centre.

Vessel means the vessel or vessels the subject of this document, set out above.

Vessel Hardstand Area means the area of the Centre as determined by GCMC from time to time for the hardstanding of Vessels.

Vessel Owner means the person who holds legal title to the Vessel or in whose name the Vessel is registered.

1.1 Interpretation

In this document, unless contrary to or inconsistent with the context:

- (a) words importing the singular include the plural and vice versa;*
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;*
- (c) a reference to a group of persons or parties is a reference to any two or more of them jointly and to each of them individually;*
- (d) a covenant, representation or warranty in favour of two or more persons is for the benefit of them jointly and to each of them individually;*
- (e) a covenant, representation or warranty on the part of two or more persons binds them jointly and severally;*
- (f) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;*
- (g) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;*
- (h) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;*
- (i) a reference to this document includes the agreement recorded by this document;*
- (j) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;*
- (k) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, whether or not it comprises a separate legal entity; and*
- (l) any agreement, undertaking, acknowledgement, condition or other term (including but not limited to any indemnity and/or release).*

2. Provision of services

- (a) GCMC will provide the GCMC Services as reasonably required by the Customer at the request of the Customer and subject to the terms of this document.*
- (b) Where the Customer is acting as an agent for the Owner of a Vessel, the Customer:*
 - (i) must provide to GCMC the Owner's full contact details, including name, address and telephone number and ABN (if applicable); and*
 - (ii) warrants that it has the Vessel Owner's authority to enter into this document on the Vessel Owner's behalf.*
- (c) GCMC may change the manner in which the GCMC Services are provided from time to time at its absolute discretion.*
- (d) GCMC may arrange for any of the GCMC Services or any part thereof to be carried out by a sub-contractor.*

3. Fees and Charges

- (a) The Customer must pay the Fees to GCMC monthly in arrears within 7 days of each invoice issued by GCMC or otherwise as arranged or requested by GCMC, and in any event, before the Vessel is returned to the water or leaves the Centre.*
- (b) Where the Customer is acting as an agent for the Owner of a Vessel, the Customer must provide to GCMC a credit card authority signed by the Vessel Owner authorising payment of the fees and charges prior to the Services being provided. If a signed credit card authority is*

not provided to GCMC the Customer agrees to take responsibility for the payment of any fees and charges payable to GCMC for the provision of the Services.

- (c) If GCMC provides any Services to the Customer, GCMC may request that the Customer pay the charge to the relevant Authority or to GCMC as the case may be, by the due date for payment. If the charge is not assessed directly against the Customer and GCMC has requested that it be paid by the Customer, the Customer must pay the charge to GCMC within 7 days of being invoiced for the charge by GCMC.*
- (d) When access to a supply of electric current, whether single or three phase, is provided by GCMC, it will be used by the Customer at its own risk in all respects. The Customer will provide all necessary connecting leads and cables, which shall be of appropriate size and in good condition, and all safety devices.*
- (e) The Customer must:*
 - (i) make payments due to GCMC under this document without set-off, counterclaim, withholding or deduction, by any means GCMC reasonably requires; and*
 - (ii) pay to GCMC interest at the Default Rate on any amount due by the Customer to GCMC but unpaid for at least 7 days from the due date until the date on which the amount is received by GCMC.*
- (f) Should the Customer not pay for any goods or services supplied by GCMC in accordance with the terms of this document, GCMC shall be entitled to charge and recover from the Customer an administration fee equal to 15% per month of such amount due, or part thereof, from the date the goods or services were supplied (not the date when GCMC's invoice was payable) until the date of payment by the Customer.*
- (g) Upon termination of this document, GCMC will refund the Security Deposit to the Customer less any outstanding amounts due to GCMC under this document.*
- (h) If the Customer fails to remove the Vessel on the departure date agreed between the parties, GCMC may continue to charge Fees and may deduct unpaid Fees from the Security Deposit for each additional day (or part thereof) that the Vessel remains in the Centre, commencing from the date after the agreed departure date up to and including the date on which the Customer removes the Vessel.*
- (i) Each party will bear its own costs of this document.*
- (j) Time is of the essence for all obligations of the Customer under this document, to pay money and otherwise.*

4. Customer's warranties

The Customer warrants that:

- (a) it is the Owner of the Vessel, or if it is not the Owner of the Vessel, it has the authority and consent of the Owner of the Vessel to engage GCMC to provide the GCMC Services;*
- (b) all information provided by the Customer in this document is true and correct and that it has the full power and authority to enter into this document, including all authorities or consents needed by the Customer to enter into this document from any co- Customer, financier or any other entity in respect of the Vessel;*
- (c) it has given GCMC all information which may be relevant to GCMC in providing the GCMC Services or assessing the Customer's needs for the GCMC Services including but not limited to the position in which to place the slings for the lift and the ability of the Vessel's coatings to withstand water blasting; and the customer will supply any photos, docking plans, manufacturer specifications, confirmation of wrap applied to the hull surface and any previous haul out issues/damages prior to lifting the vessel; and*
- (d) it has given GCMC all information which may be relevant to the use of any plant or equipment owned or provided by GCMC to perform any of the GCMC Services.*
- (e) Effective 1 July 2017, No private for sale signs are to be displayed on any vessel whilst here within the yard.*

5. Customer's obligations

5.1 Obligations

The Customer must, and must procure that the Customer's Associates:

- (a) not under any circumstances undertake or perform any of the GCMC Services themselves;*
- (b) not without the express permission of GCMC use any plant or equipment owned or provided by GCMC to perform any of the GCMC Services;*
- (c) without limiting the Customer's obligations under this document, do or provide anything reasonably requested by GCMC that is necessary for the provision of the GCMC Services;*
- (d) ensure that the Vessel is kept in a clean, sound and, to the extent applicable, in a seaworthy and watertight condition;*
- (e) not obstruct in any way the provision of the GCMC Services;*
- (f) not bring any motor or other vehicle or conveyance into the Centre, without the express permission of the Manager. Any such permission will be granted only for the purpose of loading or unloading materials, parts and tools of trade. Motor or other vehicles or conveyances will be parked only in the areas and during the times so designated by the Manager. No work whatsoever may be done in the car park of the Centre;*
- (g) not obstruct the pavements, pathways, roadways, entry and exit avenues and driveways in the Centre and any easement giving access to the Centre or any part of the Centre or use them for any purpose other than ingress and egress;*
- (h) ensure that all appropriate gates, entrances and exits within the Centre are properly closed after each use;*
- (i) ensure that all Keys provided are kept safely, that any lost or stolen Keys are reported to GCMC within 24 hours, and that there is no unauthorised copying or retention of Keys;*
- (j) only access the Centre during times approved by the Manager;*
- (k) not waste water under any circumstances, including by not using fire hoses other than for their intended purpose and turning off all taps when water is not being immediately used; and*
- (l) not carry out any repairs, sandblasting, painting, fitting out, maintenance, works or refitting of any kind within the Centre except in such area designated by GCMC from time to time. If required by GCMC, the Customer shall enter into such licence or tenancy agreement as GCMC shall require for the use of such designated area.*
- (m) Effective 1 July 2017 any or all vessels that are for sale and based or stored within the long term hardstand storage precinct or on the Marina are to be listed if For Sale with the onsite based brokerage. No private For Sale signs are to be displayed on the vessels whilst here in the above stated capacity's.*

5.2 Acknowledgements

The Customer acknowledges that:

- (a) to the maximum extent permitted by law, no promise, representation or warranty is given by GCMC regarding the suitability, adequacy, sufficiency or efficiency of the GCMC Services;*
- (b) the GCMC Services do not include inspecting, assessing or assuming responsibility for the condition of the Vessel for any purpose whatsoever; and*
- (c) GCMC's obligations under this document are limited to providing the GCMC Services at the request of the Customer and subject always to the provisions of this document.*

5.3 Common Areas

Subject to this document, the Customer may use the Common Areas for the purposes for which they are intended but must not obstruct the Common Areas in any way.

5.4 Security interest

- (a) The Customer grants (and where the Customer is not the Owner of the Vessel, warrants that it has the authority of the Owner of the Vessel to grant) GCMC a Security Interest in the Vessel*

as security for the payment of all amounts owing to GCMC and the performance of all obligations under this document.

- (b) The Customer authorises GCMC to file all financing statements and other documents and otherwise do all things necessary to perfect and continue the Security Interest, to protect and preserve the Vessel, and to realise the Security Interest held by GCMC.*
- (c) The Security Interest granted pursuant to this clause shall become immediately enforceable upon the breach of this document by the Customer, in which case GCMC may:*
 - (i) take Possession of and sell or lease the Vessel (either by public auction, private treaty or otherwise and either in full or in part, and otherwise subject to any conditions that GCMC consider appropriate); and*
 - (ii) appoint and remove any one or more persons to be a receiver of the whole or any part of the Vessel, the income and proceeds of the Vessel (or both) and to pay such receiver the remuneration as GCMC consider appropriate.*
- (d) To the extent permitted by law:*
 - (i) for the purposes of sections 115(1) and 115(7) of the PPSA:*
 - (A) GCMC need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and*
 - (B) sections 142 and 143 are excluded; and*
 - (ii) for the purposes of section 115(7) of the PPSA, GCMC need not comply with sections 132 and 137(3).*

6. Repair or damage

The Customer must:

- (a) give immediate notice to GCMC of any damage, accident to or defects in the Centre of the Vessel; and*
- (b) repair damage to the Centre caused by the Customer or the Customer's Associates, or on demand by GCMC, pay to GCMC the cost of such repairs.*

7. Reservations

- (a) GCMC reserves the exclusive right to, at its absolute discretion:*
 - (i) move the Vessel or require the Customer, at the Customer's cost and expense, to move the Vessel to another position as reasonably required in GCMC's opinion;*
 - (ii) control the Common Areas;*
 - (iii) use any part of the Centre for any purpose; and*
 - (iv) construct or permit the construction of any building, marina or other works on any part of the Centre,*
and the Customer will not make any objection or Claims with respect to any of these matters.
- (b) GCMC is not liable to the Customer:*
 - (i) for any damage which the Customer may suffer because of any interruption to any of the GCMC Services or Services; or*
 - (ii) for any loss suffered by the Customer in connection with this document or any service provided under this document, including but not limited to as a result of the Vessel being lifted or water blasted.*

8. Rules and Regulations

The Customer must at all times comply, and must procure that the Customer's Associates at all times comply, with the Rules and Regulations.

9. Insurance and indemnities

- (a) *During the Term, the Customer must take out and maintain while the Vessel is within the Centre or the Marina:*
 - (i) *public risk insurance for at least \$10,000,000 for vessels up to 24m in length, \$20,000,000 for vessels 24m+ in length; in respect of any single incident;*
 - (ii) *comprehensive insurance on the Vessel for its market value from time to time; and*
 - (iii) *any other insurance reasonably required by GCMC.*
- (b) *The Customer warrants that all insurance required under clause 9(a) are in place as at the Commencement Date.*
- (c) *The Customer must, upon request, provide to GCMC evidence that it has taken out the required insurances and given GCMC immediate notice if any insurance policy is cancelled, varied, or renewed.*
- (d) *The Customer must not:*
 - (i) *do anything which may affect the rights under any insurance policy taken out by GCMC or other persons; or*
 - (ii) *store noxious chemicals, flammable, volatile or explosive liquids or substances in any vehicle, vessel or conveyance or in any part of the Centre without the consent of GCMC, in which case any such substances must be stored in appropriate approved safety containers.*
- (e) *The Customer indemnifies GCMC against any liability for any Claim arising from, connected with or in any way related to:*
 - (i) *the use by the Customer or the Customer's Associates of the Centre, the Common Areas, the Services or the Vessel;*
 - (ii) *any damage, loss or injury to any person or property or death cause or contributed to by any act, omission, negligence or default of the Customer or the Customer's Associates; and*
 - (iii) *the Customer's or the Customer's Associates failure to comply with the Customer's obligations under this document or the Rules and Regulations.*
- (f) *The indemnity in clause 9(e) survives termination or expiration of this document, and includes all:*
 - (i) *legal costs incurred by GCMC in connection with any of the matters referred to in clause 9(e), to be paid on an indemnity basis; and*
 - (ii) *other costs and expenses incurred by GCMC in respect of the matters referred to in clause 9(e).*
- (g) *GCMC may enforce the indemnity before incurring an expense.*
- (h) *The Customer releases GCMC from, and agrees that GCMC will not liable for any Claim arising from:*
 - (i) *damage, loss, injury to person or property or death of the Customer or the Customer's Associates except to the extent that it is caused by the negligence of GCMC and GCMC is fully indemnified in respect of such a Claim under a policy of insurance held by GCMC.*
 - (ii) *anything the Customer is permitted to do under this document;*
 - (iii) *any defect in or faulty operation of the GCMC Services or any Services except to the extent that is caused by the negligence of GCMC and GCMC is fully indemnified in respect of such a claim under a policy of insurance held by GCMC.*
 - (iv) *the Common Areas not being clean.*
- (i) *The Customer acknowledges that any vehicle, vessel or conveyance and all property of whatever kind which may be in them or otherwise brought into the Centre is at the sole risk of*

the Customer. All vehicles, vessels, conveyances and all such other property must be kept safe and secure while in the Centre and GCMC accepts no liability or any responsibility whatsoever while they are in or about the Centre. Security is the responsibility of the Customer.

- (j) The Customer acknowledges that the Vessel and all property which may be on the Vessel is at the sole risk of the Customer at all times during the Term, including but not limited to, during the performance of the GCMC Services, except to the extent that any damage to the vessel and/or any property which may be on the vessel is caused by the negligence of GCMC and GCMC is fully indemnified in respect of such damage under a policy of insurance held by GCMC.*

10. Default of Customer

- (a) The Customer will be default if:*
 - (i) the Fees or any part of them or any other moneys payable by the Customer to GCMC under this document are in arrears and remain unpaid for seven (7) days after any of the due dates for payment (whether demanded or not);*
 - (ii) the Customer fails to comply, or fails to procure that the Customer's Associates comply, with any of the provisions of this document to be performed or observed by the Customer or the Customer's Associates or fails or refuses to comply with the Rules and Regulations or the directions of the Manager; or*
 - (iii) the Customer enters into any form of bankruptcy, liquidation, insolvency, 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 to any assets of the Customer.*
- (b) Without prejudice to GCMC's rights at law or in equity, if the Customer is in default under this document GCMC may:*
 - (i) immediately terminate this document without notice to the Customer;*
 - (ii) suspend all or part of any GCMC Services;*
 - (iii) remove the Vessel to another area within the Centre; and*
 - (iv) take such action as may be necessary to prevent the removal of the Vessel from the Centre until the default is remedied and all outstanding amounts are paid.*
- (c) GCMC may terminate this document at any time upon two days written notice to the Customer.*
- (d) Termination of the document does not affect any Claim that arose prior to the date of termination.*
- (e) GCMC's acceptance of any Fee or other money under this document (before or after termination) is not a waiver of a breach or an acceptance of the repudiation of this document by the Customer.*
- (f) No waiver by GCMC or variation of this document will be effective unless it is in writing.*

11. Determination of Term

- (a) On the Expiry Date or earlier termination of this document, the Customer must:*
 - (i) immediately return all Keys, swipe cards, Fobs and garage door remotes to GCMC;*
 - (ii) immediately pay all Fees and other amounts payable under this document to GCMC;*
 - (iii) vacate the Centre and leave it in a clean state; and*
 - (iv) remove the Customer's property, materials, tools, equipment, vehicles, vessels or conveyances from the Centre.*
- (b) The Customer must not cause any damage to the Centre in the removal of anything. If any damage is caused the Customer must promptly repair that damage to the satisfaction of GCMC, at the Customer's cost and expense in all respects. If the Customer fails to do so, GCMC may arrange for the damage to be repaired at the Customer's cost.*

- (c) *If the Customer does not properly clean the Centre area occupied or used by it to GCMC's satisfaction, GCMC may arrange for that area to be cleaned at the Customer's cost and expense and recover these costs and expenses from the Customer.*

12. Operator's liability

- (a) *To the full extent permitted by law, any warranty or condition implied under the law is excluded from this document. Where a warranty cannot be legally excluded, including for the purposes of the non-excludable statutory guarantees under the Consumer Law, GCMC's liability is limited, at GCMC's option, to:*
 - (i) *in the case of services supplied or offered by GCMC:*
 - (A) *the re-supply of those services; or*
 - (B) *the payment of the cost of having those services re-supplied;*
 - (ii) *in the case of the goods supplied or offered by GCMC:*
 - (A) *the replacement of the goods or the supply of equivalent goods;*
 - (B) *the repair of the goods;*
 - (C) *the payment of the cost of having the goods replaced; or*
 - (D) *the payment of the cost of having the goods repaired.*
- (b) *The Customer will examine the goods for defects and shall notify GCMC of any defects in writing within 7 days of delivery. Returns can only be made if the evidence is clear that the goods are faulty. A credit authorisation number must be obtained by the customer from GCMC prior to GCMC accepting return of any defecting goods. A credit authorisation number will only be provided by GCMC if an adequate explanation as to the nature of any fault is provided. The credit authorisation number must be clearly displayed on the outside packaging containing the returning goods. If the Customer does not notify GCMC within 7 days of delivery, the Customer shall be deemed to have accepted the goods.*
- (c) *To the extent permitted by the Consumer Law, GCMC excludes all other liability whatsoever to the Customer arising out of or in any way connected with this document, including any liability for consequential or indirect losses of any kind howsoever arising and whether caused by breach of statute, breach of contract, negligence, other tort or other cause of action. Consequential and indirect losses will be taken to include, but not be limited to:*
 - (i) *any loss of income, profit or business;*
 - (ii) *any loss in the nature of overhead costs; and*
 - (iii) *any loss of goodwill or reputation.*

13. Directions by GCMC's Employees

The Customer will promptly observe and comply with any directions from any of GCMC's Employees in relation to the operation of the Centre or the lifting, storage or hardstanding of the Vessel.

14. Water cleaning

- (a) *GCMC and GCMC's Employees do not warrant or represent in any way the quality or standard of the high pressure water cleaning services.*
- (b) *Without limiting the provisions of clause 4, GCMC will be relying upon information provided by the Customer concerning the ability of the Vessel's coating and of any other fitting mounted to the hull of the Vessel below the level of the freeboard deck to withstand water blasting.*

15. Guarantee and indemnity

- (a) *The Guarantor has requested that GCMC enter into this document, and GCMC has done so in consideration of this guarantee and indemnity.*
- (b) *The Guarantor acknowledges that they have been given a copy of this document have had full opportunity to consider its provisions before entering into this guarantee*

- (c) *The Guarantor unconditionally and irrevocably guarantees to GCMC the performance of the obligations of the Customer under this document, including the prompt payment of all amounts owing by the Customer to GCMC under this document.*
- (d) *The Guarantor unconditionally and irrevocably indemnifies GCMC for against any Claim or Loss arising from a breach of this document by the Customer.*
- (e) *The guarantee given by the Guarantor is a continuing security, and is not discharged or prejudicially affected by
any settlement of accounts, but remains in full force until a final release is given by GCMC.*
- (f) *The Guarantor waives any right they have to first require GCMC to commence proceedings or enforce any other right against the Customer or any other person before claiming under this guarantee and indemnity.*

16. Courtesy Car

- (a) *GCMC may, in its sole discretion, provide the Customer with a Courtesy Car on any terms and conditions that it sees fit, and subject to any policies adopted by GCMC in relation to Courtesy Cars from time to time.*
- (b) *Unless otherwise agreed between the Customer and GCMC, if the Customer elects to use a Courtesy Car the Customer must:*
 - (i) *provide GCMC with copy of the Customer's drivers licence for GCMC to hold on file;*
 - (ii) *return the Courtesy Car within three hours, and in any event, by no later than 4:00pm.*
 - (iii) *return the Courtesy Car with a full tank of petrol;*
 - (iv) *return the Courtesy Car in a clean condition;*
 - (v) *not use or permit the Courtesy Car to be used by any person who is under the influence of alcohol;*
 - (vi) *not use the Courtesy Car to transport any flammable materials; and*
 - (vii) *not smoke, or permit any other person to smoke, inside the Courtesy Car.*
- (c) *The customer releases and indemnifies GCMC*
 - (i) *any Claim arising from the Customer's use of a Courtesy Car;*
 - (ii) *all fines, tolls and other expenses incurred while the Courtesy Car is provided to the Customer; and*
- (d) *The Customer must pay a \$50 cleaning fee in the event that the Courtesy Car is not, in the reasonable opinion of GCMC, returned in a clean condition.*
- (e) *The Customer agrees to execute any additional forms, and provide any further additional information, that GCMC may reasonably require that the Customer provide before using the Courtesy Car.*

17. General provisions

- (a) *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 to the address specified in this document. Each party must notify the other of any change in address or facsimile number.*
- (b) *If anything in this document requires the consent or approval of GCMC, GCMC may withhold that consent or approval in its absolute discretion or grant its consent subject to conditions.*
- (c) *This document constitutes the entire agreement and understanding between the parties about its subject matter.*
- (d) *This document is governed by the law in force in Queensland, and each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.*
- (e) *GCMC may assign, encumber or otherwise deal with its rights and obligations under this document in its discretion and without the need for any consent from the Customer.*

- (f) *A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this document in the relevant jurisdiction, but the rest of this document will not be affected.*

18. Lockable Garage Rental

- (a) *If Item 5 has been completed, the Customer is granted a licence to use the Allocated Garage for the Permitted Use on a month-to-month basis on the terms set out in this clause (Licence).*
- (b) *The Customer may terminate the Licence on giving GCMC at least [one calendar month's] written notice. GCMC may terminate the Licence on giving the Customer at least [one calendar month's] written notice, except if the Customer fails to remedy a default within a reasonable time after written notice to do so by GCMC, in which case GCMC may terminate the Licence effective immediately.*
- (c) *The customer must pay the monthly Rental Fee in advance on the first day of each month. No account is pro-rated for any Licence period less than a month (including if the Licence period ends before the end of the month last billed).*
- (d) *A deposit is payable for the garage door remote and/or key for accessing the Allocated Garage.*
- (e) *The Allocated Garage must be used in a responsible and reputable way. The Allocated Garage must be kept clean, free from rubbish and is not to be used for any other purpose than the permitted use i.e.:*
- (i) *no works are permitted to be undertaken in the Allocated Garage;*
 - (ii) *no flammable items are to be stored in the Allocated Garage; and*
 - (iii) *no signage, advertisement, nameplate or any other notice on the exterior of the premises Allocated Garage are to be displayed.*

18.1 Removal

If the Customer stores anything in the Allocated Garage other than as permitted or agreed to, GCMC may at any time access the Allocated garage and remove and deal with or dispose of such item at its discretion. Any removal is deemed to be done with full consent and authority of the Customer, and without any liability to the Customer for the item.

18.2 Repair

The customer must at its cost, and to the reasonable satisfaction of GCMC, repair any damage to the Allocated Garage.

18.3 Obligations

At expiry of the Licence, the Customer must:

- (a) *Remove all property not owned by GCMC from the area Allocated Garage;*
- (b) *Remove all rubbish and make good any damage to the Allocated Garage;*
- (c) *return all garage door remotes and keys to GCMC; and*
- (d) *deliver vacant possession of the Allocated Garage.*

18.4 Insurance

The Customer is responsible for effecting and maintaining, at the Customers cost, all applicable insurances with respect to goods stored and the Customers use of the Allocated Garage.

Use of the Allocated Garage is at the Customers sole risk, and the Customer releases and indemnifies GCMC against any claim arising from any loss, damage and/or injury incurred relating to the Customers use of the Allocated Garage.

19. Multi-mover

- (a) *In this clause, "Multi-Mover" means a Multi-Mover M18 attached to a box trailer, or such other equipment provided by GCMC from time to time for the purpose of allowing Customers to transport items within the Centre.*
- (b) *GCMC may, in its sole discretion, provide the Customer with the use of the Multi-Mover on any terms and conditions that it sees fit, and subject to any policies adopted by GCMC in relation to the use of the Multi-Mover from time to time.*
- (c) *Unless otherwise agreed between the Customer and GCMC, if the Customer elects to use the Multi-Mover, the Customer must:*
 - (i) *use the Multi-Mover in a responsible fashion with all due care, and in accordance with all directions provided by GCMC;*
 - (ii) *only use the Multi-Mover within the Centre;*
 - (iii) *not exceed the load capacity of any component of the Multi-Mover;*
 - (iv) *return the Multi-Mover within three hours, and in any event, by no later than 4:00pm;*
 - (v) *return the Multi-Mover in a clean condition;*
 - (vi) *not use or permit the Multi-Mover to be used by any child, or any person who is under the influence of alcohol; and*
 - (vii) *not use the Multi-Mover to transport any flammable materials.*
- (d) *The Customer releases and indemnifies GCMC from any Claims arising in relation to damage to:*
 - (i) *the Centre and any third party property caused by the Multi-Mover; and*
 - (ii) *the Multi-Mover, while the Multi-Mover is provided to the Customer.*
- (e) *The Customer agrees to execute any additional forms, and provide any further additional information, that GCMC may reasonably require that the Customer provide before using the Multi-Mover.*

Terms and Conditions

The Customer Acknowledges The Following:

*Acknowledges that they have read and agrees to abide by the Terms and Conditions above and the Conditions of Operation of the Operator from time to time; **

*Certifies that they are authorised to enter into this Service Agreement and that all information supplied in this Service Agreement is correct and the Operator can rely on the accuracy of the information; and **

*Warrants (in the event the Customer is not the owner of the Vessel) that the owner of the Vessel has provided specific instructions to the Customer to engage the Operator to perform the Services. **