Conditions of Entry & General Terms

Exmouth Marina, Western Australia

1. Authority to Occupy

- **Licence Only:** Entry to the Marina and use of a pen is granted as a revocable licence only. No tenancy or leasehold interest is created.
- **Allocation:** The Marina Manager reserves the right to move any vessel to an alternative pen or mooring at their absolute discretion for safety, maintenance, or operational requirements.
- **Sub-letting:** Sub-letting, assigning, or transferring a pen is strictly prohibited unless arranged by and at the discretion of the Marina Manager. In such cases, a 10% daily rate rebate applies. The daily rate rebate is subject to change at any time at the discretion of the Marina Manager.

2. Vessel Safety & Compliance

- **Seaworthiness:** All vessels must be seaworthy, well-maintained, and capable of moving under their own power at all times.
- **Mooring Lines:** Owners are responsible for providing high-quality mooring lines. Inadequate lines must be replaced immediately upon request. The Marina may replace lines at the owner's expense if a safety risk is identified. Please see section 10 for further detail.
- **Registration:** Vessels must be currently registered with the **Department of Transport (WA)** or the relevant authority.

3. Insurance Requirements

- **Mandatory Cover:** All vessels must have a current **Comprehensive Marine Insurance** policy.
- **Liability:** Coverage must include **Third Party Public Liability** for a minimum of **$20,000,000 AUD**. Proof of currency must be produced upon entry.

4. Environmental Protection & Waste

- **Zero Discharge:** No discharge of sewage, oily bilge water, or greywater is permitted within the Marina boundaries.
- **Refuelling:** Refuelling is strictly prohibited at the pen. Vessels must use designated fuel wharves where available as instructed by the Marina Manager.
- **Waste Disposal:** All rubbish must be placed in designated shore-side bins. No hazardous materials (batteries, oil, flares) are to be left in general waste areas.

5. Conduct & Safety

- **Speed Limit:** A strict **"No Wash"** speed limit (maximum 4 knots) applies within the Marina.
- **Shore Power:** Only tested and tagged **AS/NZS 3000 and AS/NZS 3760** compliant power leads may be connected to Marina pedestals. Leads must not cross walkways or create trip hazards.
- **Living Aboard:** Staying overnight on a vessel is permitted for a maximum of 1 night for short-term stays, unless prior written approval is granted. Additional charges may apply for longer stays.
- **Noise:** Quiet hours are observed between **10:00 PM and 7:00 AM**.

6. Works & Maintenance

- **Hot Work:** No welding, grinding, or open-flame work is permitted at the pen.
- **Contractors:** Any external contractors (mechanics, cleaners) must register with the Marina Office and provide proof of insurance before commencing work on-site.

7. Liability & Indemnity

- The Marina shall not be liable for any loss or damage to the vessel, its equipment, contents or its occupants, whether caused by fire, storm, theft, or any other cause, except to the extent caused by the Marina's gross negligence.
- The Owner indemnifies the Marina against all claims and losses arising from the Owner's use of the facilities or the conduct of their guests.

8. Pet Policy

- **Leash Requirements:** Pets must be kept on a short, secure leash at all times while on Marina jetties, walkways, and common areas.
- **Control:** Pets must not be left unattended on the Vessel if they are prone to barking or causing a nuisance to other Marina users.
- **Waste:** Owners are strictly responsible for the immediate cleanup and disposal of pet waste in shore-side bins. Failure to do so will result in an immediate cleaning fee.
- **Aggressive Behaviour:** The Marina reserves the right to require the immediate removal of any animal deemed aggressive or a nuisance.

9. Biosecurity and Hull Maintenance

- **In-Water Cleaning:** To prevent the spread of Aquatic Invasive Species (AIS) in Western Australian waters, **no in-water hull cleaning, scrubbing, or scraping** is permitted within the Marina.
- **Biofouling:** Vessels with visible heavy biofouling (growth) may be refused entry or required to depart to prevent contamination of the Marina environment.

10. Mooring System & Berthing Procedures

- **Mid-Water Pylon Mooring System** - Exmouth Marina Pens operates with a mid-water pylon mooring system, which differs from conventional finger berths. When berthing your vessel, it is essential to follow these steps:
  - Secure your vessel using both bow and stern lines. These lines should be run diagonally to the black mooring pylons located on either side of your pen.
  - Each line must be looped through the riser ring attached to the pylon and then returned to your vessel, where it should be secured on your cleat.
  - The shore end of your vessel should be tied off to the riser ring found on the jetty poles.
  - All lines must be tensioned neatly and consistently to keep your vessel positioned centrally within the pen.
- **Mooring Lines -** It is your responsibility to supply and maintain mooring lines that meet approved standards and specifications. All mooring lines must:
  - Be in excellent condition and suitable for managing tidal surges.
  - Have sufficient length and strength to accommodate the mid-water pylon mooring system.
  - Be inspected regularly and replaced as needed to ensure ongoing safety and compliance.

  Exmouth Marina Pens retains the authority to renew, replace, or repair any mooring lines deemed inadequate, with all associated costs charged to you.
- **Berthing Directions and Relocation -** Once your vessel enters the marina, it falls under the jurisdiction of the Marina Manager. All berthing and manoeuvring must be conducted strictly according to directions provided by marina staff.
- **Exmouth Marina Pens reserves the right to relocate** your vessel to a different pen at any time during your booking period, at the discretion of the Marina Manager. Such relocations may be required for reasons including:

- Operational needs
- Safety requirements
- Preparations for severe weather
- Maintenance of marina infrastructure
- Accommodation of emergency or priority vessels
- Optimisation of marina capacity

Where possible, notice will be given prior to any planned relocation. However, in emergency situations or where safety is a concern, the Marina Manager may relocate vessels immediately and without prior notice.
All vessel owners are required to fully cooperate with relocation requests and ensure their vessel is available for movement as directed. Failure to comply may result in staff relocating your vessel at your expense and risk.
No refund or compensation will be provided if your vessel is relocated to a pen of similar or equivalent standard.

11. Cyclone and Severe Weather Response

- **Primary Responsibility:** The Vessel owner is solely responsible for the safety of the Vessel during a Cyclone or severe weather event.
- **Pen 9 – Cyclone Rating:** Owners are advised that **Pen 9 is not cyclone rated**. In the event of a cyclone warning or declared cyclone event, vessels berthed in Pen 9 **may be required to vacate the pen** at the direction of the Marina Manager. Owners must ensure their vessel can be relocated promptly and are required to **contact the Marina Manager or Property Manager for guidance and assistance** in relation to cyclone-related disruptions or relocation requirements.
- **Cyclone Warnings and Information:** The Bureau of Meteorology (BoM) and Department of Fire and Emergency Services (DFES) issue official cyclone advice. For up to date information please refer to the following sources:
    1. BoM: http://www.bom.gov.au/cyclone/
    2. DFES: http://www.emergency.wa.gov.au/
    3. The Exmouth Tropical Cyclone Information Sheet that the Department of Transport (DoT) activates during cyclones which is available along with other relevant DoT cyclone plans on the web site at www.transport.wa.gov.au/imarine
- **Evacuation:** Upon the issuance of an Advice, Watch and Act or Emergency Warning by DFES (or at the discretion of the Marina Manager during severe weather warnings), the Owner must either:
    1. Remove the Vessel from the Marina to a designated safe haven or land-based storage; or
    2. Ensure the Vessel is secured according to the relevant DoT Cyclone Community Information Sheet for Exmouth, including the addition of extra storm lines and the removal of all loose or unsecured items and equipment.
- **Non-Compliance:** If an Owner cannot be contacted or fails to secure the Vessel, the Marina may (but is not obligated to) take action to secure the Vessel at the **Owner's sole expense and risk**.
- **Liability:** The Marina accepts no liability for damage caused to the Vessel or by the Vessel to Marina infrastructure during a declared weather event.

12. Booking, Fees and Termination

- **Booking:** Bookings must be made via the online platform and are confirmed once a **10% deposit is paid** and written email confirmation is issued by Exmouth Marina Pens.
- **Deposit and Payment Terms:** A non-refundable deposit equal to **10% of the total booking value** is payable at the time of booking via card. Please note a card surcharge of 3.5% applies to online payments. The remaining balance will be **invoiced separately** and is payable upon receipt of invoice from Exmouth Marina Pens. Failure to pay an invoice by the due date may result in suspension or termination of the booking at the Marina Manager's discretion.
- **Standard Cancellation Policy :** 48-hours notice required for refund**.**
- **Cancellation – Exceptional Events:** Where a booking is cancelled by either the Owner or the Marina outside the standard 48-hour cancellation period due to a declared or named event, including but not limited to cyclones, severe weather events, natural disasters, or government-mandated closures, the Marina will, at its discretion, provide either:
    - a refund, or
    - a credit for future use

  for the unused portion of the booking. This provision applies only where the cancellation is directly attributable to the named event and not to changes in the Owner's personal circumstances.
- **Termination:** The Marina may terminate this licence immediately for breaches of safety, environmental rules, or **non-payment of invoiced amounts**.
- **Unauthorised Overstay:** If the Vessel remains in the Pen after the check-out time **without prior written approval from the Marina Manager**, a fee of **300% of the daily rate** applies for each 24-hour period or part thereof.

13. Privacy and Data Protection

- Personal information collected during the booking process will be used solely for marina management purposes and in accordance with Australian privacy laws.

14. General Provisions

- These Terms and Conditions may be amended at any time. Continued use of the marina following notice of changes constitutes acceptance.
- These Terms and Conditions are governed by the laws of Western Australia.
- If any provision is found to be invalid or unenforceable, the remaining provisions continue in full effect.

15. Compliance & Enforcement

- Failure to comply with these Terms and Conditions may result in:
    - Immediate termination of your booking without refund
    - Removal of your vessel from the marina at your expense
    - Liability for any damages or costs incurred
    - The Marina Manager has absolute discretion in interpreting and enforcing these Terms and Conditions.
    - The Marina Manager may issue additional directions or temporary rules as necessary for safety, security, or operational reasons.

16. Termination

- The Marina reserves the right to terminate the rental and require the vessel to vacate immediately if these conditions are breached, or if the safety of the Marina or other vessels is at risk.