

MARINE CRAFT

BERTHING, STORAGE AND MOORING DEED



DEED		
		Deed No
BETWEEN		(Licensee) (ACN/ABN) (if applicable)
of		
Telephone (Home)	(Fax)	(Mob)
(Address)	(e-mail)	
Boat Driver's Licence No.		
AND		(Licensor) (ACN/ABN) 37 003 236 600
of Wing International Pty Ltd Trading as Northbridge Marina		
Telephone (Bus) 02 9958 1261	Mobile	
(e-mail) info@northbridgemarina.com.au	(Fax)	

LICENSEE'S MARINE CRAFT (the "Craft")		
Registration Number:		Name of Craft:
Type:		Model:
Year:	Manufacturer:	Hull Identification (Boat code) No.:
<input type="checkbox"/> Inboard <input type="checkbox"/> Outboard <input type="checkbox"/> Stern Drive <input type="checkbox"/> Sail <input type="checkbox"/> Single <input type="checkbox"/> Twin <input type="checkbox"/> Petrol <input type="checkbox"/> Diesel <input type="checkbox"/> Fibreglass <input type="checkbox"/> Aluminium <input type="checkbox"/> Timber		
Colour/Markings:		Hull Width:
Centreline LOA (Length Overall):		Beam:
		Draft:
Engine Brand:	HP:	Year:
		Serial No:
Insurance Company:		Policy Number:
		Expiry Date:

Accessories Fitted:

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Modifications to Craft:

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Existing Defects in Craft:

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SECURITY DEPOSIT

On the signing of this Deed the Licensee shall pay to the Licensor or its authorised agent the sum of \$.....as a security deposit which shall be refunded to the Licensee on the termination of this Deed subject to the right of the Licensor to deduct from the security deposit any amounts whatsoever that are due and payable by the Licensee to the Licensor under this Deed.

LICENCE FEE

The Licensee shall pay in advance to the Licensor a licence fee of \$..... per week / month / quarter / year (circle) or temporary stay of.....paid by way of cheque / credit card / direct debit to the Licensor's nominated account. If payment is to be made by credit card or direct debit then a separate form needs to be completed at the time of signing this Deed and provided to the Licensor. All fees and payments are inclusive of Goods and Services Tax.

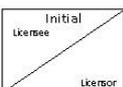
LICENCE TERM

The licence term shall be weekly monthly quarterly yearly commencing: (am/pm) on (DD/MM/YY)
 Terminating (am/pm) on (DD/MM/YY)
 unless terminated otherwise under this Deed.

LICENSEE'S ACKNOWLEDGEMENT

I, the Licensee acknowledge that I have received a copy of this Deed signed by me and certify that I have carefully read the Deed including the Terms and Conditions printed overleaf and agree to those Terms and Conditions as part of the Deed. I am over eighteen (18) years of age

CRAFT STORAGE FACILITY DETAILS		
Type of Storage:	<input type="checkbox"/> marina berth	<input type="checkbox"/> mooring <input type="checkbox"/> out of water storage
Marina Name: Northbridge Marina	Marina Address:	
Lot Identifier:	Widgiewa Road, Northbridge NSW 2063	



TERMS & CONDITIONS

1. LICENCE TO USE AND OCCUPY THE LICENSOR'S CRAFT STORAGE FACILITY

- (a) The Licensor grants to the Licensee a personal non-exclusive and non-transferable right to occupy and provide reasonable access to the Craft Storage Facility under the terms of this Deed.
- (b) The terms of this Deed shall be subject to change from time to time at the absolute discretion of the Licensor provided that the Licensor provide to the Licensee with notice of any such change in writing or on its website.

2. OBLIGATIONS OF THE LICENSEE

The Licensee agrees that:

- (a) during the course of this Deed, the Licensor may store the Craft at a place within the Craft Storage Facility or at another Craft Storage Facility which in the Licensor's reasonable opinion can safely store the Craft;
- (b) during the course of this Deed, the Licensor is irrevocably authorized to move the Craft for the purposes of Clause 2(a);
- (c) **it shall at its own expense operate, maintain and store the Craft and its equipment in good and proper working order. Equipment includes, but is not limited to, ropes, lines, chains and tackle of, on or attached to the Craft (which ropes, lines, chains and tackle shall remain the property of the Licensee);**
- (d) it shall be responsible for all damage to the Licensor's property, or to persons or craft using the Licensor's property, arising from any act, omission, neglect or default by the Licensee or its employees, agents, contractors or invitees;
- (e) it shall indemnify and keep indemnified the Licensor from and against all actions, claims, Cross-Claims, contribution claims, demands, losses, damages, costs and expenses including but not limited to legal costs and expenses for which the Licensor shall or may become liable in respect of or arising from loss, damage or injury to any person or property arising out of the use of or access to the Craft Storage Facility or any act, omission, neglect, breach or default by the Licensee or its employees, agents, contractors or invitees;
- (f) it shall comply with any rules and regulations determined by the Licensor from time to time, including any amendments, with respect to the management of the Licensor's property;
- (g) it shall use the Craft Storage Facility solely for the use and enjoyment of the Craft;
- (h) it shall not assign, sub-license or part with its rights under this Deed;
- (i) during the term of this Deed and while the Craft is moored, stored or berthed at the Craft Storage Facility, it shall not sell or attempt to sell or hire out the Craft or advertise the Craft for sale without the prior written consent of the Licensor or its authorised agent which shall not be unreasonably withheld except for reasons including but not limited to the Licensor being prohibited from having sales occur at the Craft Storage Facility whether by reason of terms of mooring permissions, licence, lease or similar or by operation of applicable vessel and dealership sales enactments or regulations however described;
- (j) during the term of this Deed and while the Craft is moored, stored or berthed at the Craft Storage Facility, it shall not carry out or have carried out repairs and/or maintenance on the Craft or use the Craft Storage Facility for any commercial or business purpose without the prior implied or express authority of the Licensor or its authorised agent;
- (k) it shall pay interest at the rate of 1.5% per month on any overdue amounts by the Licensee to the Licensor under this Deed and the costs incurred by the Licensor to recover such payments or remedy any breach of this Deed by the Licensee or its servants and agents;
- (l) it shall promptly advise the Licensor of any damage or injury arising on or near the Licensor's property caused by the Craft or any employee, agent, contractor or invitee of the Licensee or by any person or entity in or around the Craft; and
- (m) it will pay the Licensor upon demand if required any utilities charges incurred as a result of the Licensee's use of the Craft Storage Facility and these shall be recoverable from the Licensee as though they formed part of the Licence Fee.

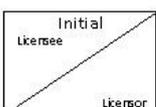
3. COMPLIANCE WITH LAWS

The Licensee shall comply with and shall cause all of its employees, agents, contractors and invitees to comply with the requirements of all statutes, regulations, by-laws and common law relating to the use and occupation of the Craft Storage Facility and Licensor's property, including any requirement relating to pollution. The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, claims, cross claims, contribution claims, demands, losses, damages, costs and expenses including but not limited to legal costs and expenses for which the Licensor shall or may become liable in respect or arising from any act, neglect,

breach or default by the Licensee, its employees, agents, contractors, or invitees under this clause.

4. LIABILITY, RISK AND INSURANCE

- (a) The Licensee acknowledges by entering into this Deed that:
- (i) the Licensee has not relied in any way on the Licensor's skill and judgment;
- (ii) the Licensee has satisfied itself as to the condition and suitability of the Craft Storage Facility and the Licensor's property;
- (iii) the Licensee has examined and satisfied itself as to the condition of and suitability of access to the Craft Storage Facility and that it will use such access at its own risk;
- (iv) the Licensor may, at its discretion, board and/or move the Craft and/or its equipment; and
- (v) the Licensee warrants that the Craft has the dimensions and displacement set out in the section headed "Licensee's Marine Craft". The Licensee will pay any adjusted fees and shall be liable for any damage or additional expense arising out of the failure of the Craft to have the said dimensions and displacement.
- (b) All conditions and warranties, express or implied, whether arising by statute or otherwise, as to the condition, suitability, quality, fitness or safety of the Craft Storage Facility provided by the Licensor are hereby excluded to the full extent permitted by law. The Licensee acknowledges that the Licensor has not given any such warranty, express or implied, whether arising by statute or otherwise, as to the condition, suitability, quality, fitness, or safety of the Craft Storage Facility provided by the Licensor. Nothing in this clause shall remove or abrogate the non-excludable statutory warranties or guarantees provided under the Competition and Consumer Act 2010 (Cth) as amended or the Australian Consumer Law to the extent that they are applicable to this Deed.
- (c) The Licensee, the master of the Craft and its crew are responsible for all rubbish associated with the Craft. Rubbish includes, but is not limited to bilge, engine and other oils, discarded equipment, barnacles, marine growth, paint scraping, etc.
- (d) The Licensee assumes all risk and liability for and in respect of the use of the facilities of the Licensor and the use of his Craft and equipment including but not limited to ropes, lines and tackle and for all loss, damage, injury or death caused to persons or property howsoever arising from the use of the facilities, the Craft and its equipment. Notwithstanding whether or not the Licensee has effected insurance with respect thereof, the Licensee shall indemnify and release the Licensor against and from any actions, claims, cross claims, contribution claims, demands, loss, damages, costs and expenses including but not limited to legal costs and expenses resulting from loss of or damage to the facilities, other property or persons however caused.
- (e) The Licensee shall insure and keep the Craft and its equipment insured with an insurer of recognised standing acceptable to the Licensor. The Licensee shall on demand produce to the Licensor a certificate of currency of the insurance.
- (f) The Licensee shall not for itself, its servants or agents do any act or thing which might invalidate or prejudice any such insurance.
- (g) The Licensee acknowledges that pursuant to this Deed, the Licensor may incur costs for cleaning and detailing, repairs to hull and other structure and fittings, mechanical repairs, registration, third party insurance and stamp duty charges, advertising, normal maintenance and, notwithstanding clause 4(e) above, insurance liabilities which the Licensee may in its absolute discretion pay. Further the Licensee agrees that such costs may be necessarily incurred for the purposes of sale of the Craft in exercise of the lien or in default as set out in Clause 6 herein. Unless as specifically contracted between the Licensee and the Licensor, the Licensor shall not unreasonably incur such costs and expenses in the event that it is necessary for the Licensor to sell the Craft under lien or in default of payment or other breach by the Licensee.
- (h) The Licensee acknowledges and agrees that the Craft may undergo fair wear and tear and deteriorate whilst in the Craft Storage Facility, berthing, storage or mooring arrangement however described under this Deed and this may include but not be limited to oxidization, corrosion, condensation, perishing of plastics, rubbers, seals and hoses, development or increase of sedimentation of oils and petroleum products, seizure of moving parts due to lack of use and deterioration of other mechanical, paint work, materials, hull and built up structure, deterioration arising from the Craft being in the said facility or arrangement for a long period. Licensee/user-generated or Licensee/user-stored data of an electronic nature may be lost during the duration of this Deed. The Licensee acknowledges their responsibility to save their data.



5. EMERGENCY PROCEDURES

The Licensee agrees and acknowledges that the Licensor may in the event of an emergency and at the Licensor's sole discretion move the Craft. If such emergency has been caused by the Licensee's Craft then the Craft may be removed at the risk and expense of the Licensee.

6. LIENS AND ENCUMBRANCES

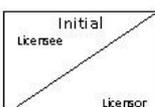
- (a) In consideration for any works to be undertaken on the Craft, the Licensor shall have a lien on the Craft, its fittings and contents for the payment of all monies due to the Licensor under this Deed.
- (b) In consideration for entering into this Deed, the Licensee as the beneficial owner states that it is absolutely entitled to grant this security interest and hereby charges in favour of the Licensor all of its personal property present and future and wheresoever situated with the payment to the Licensor of all monies secured by this Deed. Such security interest shall be a non-circulating and specific security interest on all of the abovementioned personal property now or in the future belonging to the Licensee and a circulating security interest on all other personal property of the Licensee.
- (c) In the event of the Licensee's default of this Deed, the Licensor may appoint a receiver and or manager of the Licensee as the case may be without derogating from its other rights under this Deed.
- (d) The Licensee irrevocably appoints the Licensor and any receiver or manager appointed by the Licensor to be the Licensee's joint and several attorneys to execute, sign and perform in its name and on its behalf all deeds, instruments, acts and things whatsoever which the Licensee is required or reasonably expected to execute, sign and perform under the covenants contained in this Deed and generally to use the Licensor's name in the exercise of all or any of the powers conferred on the Contractor or any receiver or manager appointed by the Licensee as the case may be.
- (e) Notwithstanding the Licensor's rights under clause 6(a)-(d) above, the Licensee authorises the Licensor to take possession of the Craft, its fittings and/or contents on default in payment of an account and authorises the Licensor to sell the Craft its fittings and/or contents either by public or private sale if the account remains unpaid for 21 days after demand for payment has been made in writing by the Licensor to the Licensee. Any such taking of possession shall be at the cost and risk of the Licensee including all costs of storing the Craft and any expenses and costs including but not limited to Legal Costs and Expenses shall be a debt due and owing to the Licensor. The Licensor may and the Licensee authorizes the Licensor to collect out of any sale or settlement proceeds however described the costs and expenses of taking possession and sale and the Licensee charges to the Licensor under this Deed those costs and expenses against the Craft and the Licensee. The Licensor will pay the Licensee any funds remaining from the net sale proceeds of the Craft after all debts owed to the Licensor have been discharged.
- (f) The Licensee appoints the Licensor as the Licensee's attorney to sign any document required to transfer ownership of the Craft on the sale of such Craft arising from any default hereunder and to execute any document required under the Personal Property Securities Act 2009 (Cth) (PPSA), Corporations Act 2001 (Cth) and/or any applicable ASIC Form and/or any applicable registration Transfer or other applicable form under Marine Craft Registration and/or Licensing Legislation and/or any finance encumbrance bank building society of finance company (or similar) documentation.
- (g) Where the Craft is under finance or encumbrance, the Licensee covenants that the Licensee is not in default or arrears of any term of any applicable finance or encumbrance Deed and that the encumbrance or finance provider as the case may be is aware of and consents to this berthing storage and mooring Deed and the use of the Craft Storage Facility set out herein.
- (h) The Licensee authorises the Licensor:
- (i) to undertake and the licensee agrees to pay to the Licensor whether in advance or in arrears at the discretion of the Licensor for searches undertaken of the Personal Property Securities Register (PPSR) maintained under the Personal Property Securities Act 2009 (Cth) (PPSA), insurers, registration authorities, government authorities, Roads and Maritime Services, courts and police for the purposes of ascertaining as to the Licensee's and the Craft's status, applicable finance, encumbrances or other noted items in the PPSR and relevant information as to title and condition concerning the Craft; and
- (ii) pursuant to Section 18E of the Privacy Act 1988 (Cth) the Licensee authorises the Licensor in waiver of the Licensee's rights to make confidential enquiries of and obtain information from finance providers, bankers, insurers, registration authorities, government authorities, Roads and Maritime Services, courts and police with respect to the Craft, its status, title, condition and with respect to the Licensee and the Licensee's legal status including any proceedings against the Licensee and/or the Craft, and any indebtedness of the Licensee and/or the Craft as to any specific credit debt and credit generally and to obtain information including but not limited to a payout figure, daily rate of interest, the nature of any security or finance interest claimed over the Craft or with

respect to the Licensee. The Licensee authorizes the Licensor to communicate to and receive from the said persons and entities what would otherwise be confidential information concerning the Licensee and Licensee's indebtedness and the indebtedness of the Craft for the purposes of this Deed including securing payment or repayment as the case may be for the Craft, discharge of indebtedness and remuneration of and payment to the Licensor and/or the Licensor's costs and expenses including but not limited to legal costs and expenses under this Deed.

- (i) For the purposes of this paragraph: (a) "Financing statement" has the meaning given to it by the PPSA; (b) "Financing change statement" has the meaning given to it by the PPSA; (c) "Security Deed" means the security Deed under the PPSA created between the Licensee and the Licensor whether described as a security interest, charge or other expression herein and without limiting those other expressions; and (e) "security interest" has the meaning given to it by the PPSA and without limiting the meaning in the PPSA includes this document however described.
- (j) The Licensee agrees that its execution of the respective parts of this Deed and the provisions set out herein constitute a security Deed for the purposes of the PPSA and create the security interest as set out in the respective executed document.
- (k) The Licensee shall indemnify or pay the Licensor at the Licensor's sole discretion for all expenses incurred or to be incurred in registering a financing statement or financing change statement in the PPSR or releasing any interest thereunder.
- (l) The Licensee shall not create or cause or set in chain to be created a financing statement or financing change statement in respect of a security interest without the prior written consent of the Licensor.
- (m) The Licensee shall not register, cause to be registered or do any action or execute anything which may enable the registration of a financing statement or a financing change statement in relation to the Personal Property secured herein in favour of a third party without the prior written consent of the Licensor.
- (n) The Licensee shall immediately advise the Licensor of any material change in its business practices, corporate structure, directorship, shareholdings, financial structure or solvency which would otherwise jeopardise the security interests of the Licensor.
- (o) The Licensor and the Licensee agree that sections 96, 115 and 125 of the PPSA do not apply to the security interest created by the Deed of guarantee.
- (p) The Licensee hereby waives the Licensee's rights to receive notices under sections 95, 118, 121 (4), 130, 132 (3) (d) and 132 (4) of the PPSA.
- (q) The Licensee waives its rights as a grantor and or a debtor pursuant to sections 142 and 143 of the PPSA.
- (r) The parties agree that the Licensee is the debtor for the purposes of Section 275(6) (a) of the PPSA and that the parties shall not disclose information of the kind mentioned in Section 275(1) of the PPSA. This clause constitutes a confidentiality Deed for the purpose of Section 275(6) (a) of the PPSA.

7. TERMINATION

- (a) For a Licence Term of one month or more, either party may terminate this Deed by providing not less than one month's written notice prior to the expiration of the Licence Term. Notice of termination from the Licensee shall be accompanied by payment of all fees and other amounts payable by the Licensee up until the point of termination for whatever reason. If no such notice is given, this Deed shall automatically renew for a further period equal to the Licence Term commencing a commencing the day after the expiry of the initial Licence Term on the same terms contained in this Deed.
- (b) The Licensor may forthwith terminate this Deed by written notice to the Licensee if:
- (i) the Licensee is in breach of any of the provisions of this Deed or of any statute, regulation, by-law, common law or rules and regulations of the Licensor's property; or
- (ii) in the opinion of the Licensor the Craft Storage Facility becomes unserviceable; or
- (iii) in the opinion of the Licensor any conduct by the Licensee or its employees, servants, agents, contractors, or invitees is prejudicial to the interests of the Licensor's property or of the Licensor.
- (c) Either party may forthwith terminate this Deed by written notice to the other party:
- (i) If the other party is a corporation (however described) a receiver, liquidator, official Manager, external administrator or similar is appointed to it or it is insolvent or unable to pay its debts as and when they fall due or has entered into any arrangement or composition or debt agreement however described with its creditors or in relation to any of its business property;



- (ii) If a natural person, has a Trustee in Bankruptcy appointed, has committed an act of Bankruptcy, has entered into a personal insolvency Agreement (PIA) Part X Arrangement under the Bankruptcy Act 1966 (Cth) or any composition or debt agreement with creditors, is placed into receivership or has any of that other party's business property or personal assets so administered;
- (iii) If the other party enters into any discussion or negotiation with creditors, is subject to execution of debt proceedings, examination summons, writ of execution, charging order, injunction, has issued against it a Statement of Claim or Statutory Demand or any equivalent event however described.

8. LICENSEE NOT TO BE A TENANT

Nothing in this Deed shall confer on the Licensee any right as a tenant of the Craft Storage Facility or the Licensor's property, nor create the relationship of landlord and tenant. The right granted by this Deed is personal only.

9. RULES AND REGULATIONS

The Licensor reserves the right to create, amend or cancel any rules or regulations if the Licensor considers that such creation, amendment or cancellation is necessary for the proper management, safety, care or cleanliness of the Licensor's property and all such amendments and cancellations shall bind the Licensee when notice of them has been given to the Licensee in writing by the Licensor. The Licensor shall not be liable for any non-enforcement of any rule or regulation or postponement of action or enforcement concerning any rule or regulation or the grant of any indulgence or other accommodation concerning any rule or regulation.

10. AUTHORITY AND COVENANTS

The Licensee hereby certifies that it is the legal and beneficial owner or duly authorised agent of the owner of the Craft and that the Licensee shall be personally liable for all fees, amounts, costs, claims, cross claims, contribution claims or liabilities of whatsoever nature arising out of this Deed. The Licensee undertakes to pay all such moneys on demand.

- (a) The Licensee states as an essential term of this Deed that the Craft is not the subject of any defect notice, registration cancellation, suspension, levy of debt, proceeds of crime order, injunction, charging order, seizure, confiscation or similar and is not stolen or otherwise illegally obtained or held, nor are there any proceedings against the Licensee or the Craft with respect to defect notice, registration cancellation, suspension, levy of debt, proceeds of crime, injunction, charging, seizure, confiscation or similar.
- (b) The Licensee covenants that the Craft has not had any alterations or changes to its serial number, hull identification (boat code) number or other registration or identification number.
- (c) The Licensee covenants that the Craft has not had any alterations or changes to any Australian compliance plate or manufacturer's plate or similar attached to the craft.
- (d) The Licensee covenants that the Craft is of genuine and original trim level, badging and specification ex-manufacturer and has not been modified or built up except as disclosed by the Licensee in this deed under the heading "Modifications to Craft".
- (e) The Licensee covenants that any accessories fitted or existing defects to the craft are as stated under the headings "Accessories Fitted" and "Existing Defects in Craft" and that there are no other defects whether patent or latent (obvious or not to the naked eye) except those disclosed by the Licensee under the heading "Existing Defects in Craft".
- (f) The Licensee covenants that any papers, receipts, invoices, log books or service history (the "records") provided with the Craft are records for the Craft provided for the Craft Storage Facility and are genuine records and that the works, maintenance, and repairs set out in the records were in fact carried out.
- (g) The Licensee and Licensor covenant to each other that if they are a natural person, they are not insolvent, not bankrupt, has not committed any act of bankruptcy, has not entered into a Personal Insolvency Agreement (PIA), Part X Arrangement under the Bankruptcy Act 1966 (Cth) or any composition or debt agreement with creditors, is not the subject of official management nor the subject of receivership.
- (h) The Licensee and Licensor covenant to each other if a corporation however incorporated that the corporation is not insolvent, has not committed any act of insolvency, is able to pay its debts as and when they fall due, has not entered into any arrangement or other composition or debt agreement with creditors, is not in liquidation, is not in receivership, is not under official management nor under external administration.
- (i) The Licensee and Licensor covenant to each other that they individually are not subject to any legal proceedings however described, has not received any statutory demand for payment of debt, has not received any Statement of Claim, Summons, Interim Order or Interim Injunction and is not the subject of any legal proceedings however described.
- (j) Where a natural person signs for themselves and/or a representative signs on behalf of an individual, trust, estate, or corporation however that individual, trust, estate or corporation is described, the natural person or representative whether under a power of attorney, company authorized officer in writing or other authority or agency instrument declares that they

have full knowledge of all relevant matters given by them in this Deed and that they have full authority to bind the natural person, individual, trust, estate or corporation and that their authority or agency however described has not been revoked or limited in any way and that they act with the express consent of their principal, board of directors or legal personal representatives however described.

11. NOTICES

Any notice to be served hereunder shall be duly served if delivered personally to the other party or sent through the post in a prepaid envelope addressed to that party at its address set out in this Deed or any other address notified by one party to the other in writing as being its address for service of notices and any notice sent through the post shall be deemed to have been duly served at the time when such letter would in the ordinary course of the post be delivered.

The Licensee agrees to notify the Licensor of change of address and contact details within 7 days.

For the purposes of interpretation of this Clause and for any legal proceedings, the provisions of the Evidence Act, 1995 (NSW), and the Evidence Act 1929 (SA) shall prevail.

12. WHOLE DEED

This Deed constitutes the whole agreement between the Licensor and the Licensee in relation to its subject matter and the Licensee warrants that it has not relied upon any statement, representation or warranty made by the Licensor or its servants or agents which is not expressed in this Deed.

13. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the laws of the State of New South Wales, and the State of South Australia, and the parties agree to submit to the jurisdiction of the courts of New South Wales, and the courts of South Australia.

14. INTERPRETATION

If anything in this Deed is unenforceable, illegal or void then it may be severed and the rest of this Deed shall remain in force with any necessary interpretive amendments being made. Where there is a minor defect in the form of execution or completion of this Deed or any variation or document executed pursuant to this Deed, this Deed or any variation or document executed pursuant to this Deed shall still have full effect and validity notwithstanding the minor defect in form or execution.

15. ACCOUNTS

All accounts and/or invoices rendered by the Licensor to the Licensee are on the basis of "errors and omissions excepted" ("E & OE") and may be amended subsequently notwithstanding any error or omission and the parties hereto shall be responsible to pay or be credited such properly amended account and/or invoices.

16. ASSISTANCE AND GOOD FAITH

The parties to this Deed agree to do all things, take all steps necessary and execute all relevant documents to give commercial effect to this Deed. The parties shall act honestly and in good faith to achieve the commercial intention of this Deed.

UPON EXECUTION OF THIS DEED ALL OF THESE TERMS AND CONDITIONS BECOME LEGALLY BINDING ON ALL PARTIES SIGNED, SEALED AND DELIVERED BY

Licensee: _____

Date: _____

If a small company, pursuant to s.127 of the Corporations Act 2001 (Cth) and/or clause 10(j) authority herein

Witness _____

SIGNED, SEALED AND DELIVERED BY

Licensor _____

Date: _____

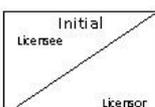
If a small company, pursuant to s.127 of the Corporations Act 2001 (Cth) and/or clause 10(j) authority herein

Witness _____

Further copies of this document are obtainable from:
 BOATING INDUSTRY ASSOCIATION OF NSW & SA LTD
 ABN 61 000 618 468
 53 Hume Street, Crows Nest NSW 2065
 PO Box 1204, Crows Nest NSW 1585
 Phone: (02) 9438 2077 Fax: (02) 9439 3983



Prepared by Madison Marcus on behalf of the BIA NSW & SA



INSTRUCTIONS FOR USE OF THIS DEED

BIA MEMBER USE ONLY – DETACH FROM THE DEED



Thank you for choosing to use our Marine Craft Berthing, Storage and Mooring Deed. This document is designed for use by those in the Boating Industry who provide boat storage mooring, and berthing facilities.

This document may not be suitable for every customer and if there are any irregularities, complexities or unusual components relating to a particular customer, you should seek legal advice in relation to the suitability of this document.

This document is provided to you on the basis that you precisely and accurately follow the instructions which are listed below and **failure to follow the instructions below may result in the Deed being unenforceable or void**. It is important that you follow the instructions which are provided to you below to ensure that the Deed which we have prepared may be given its full effect.

We update this Deed every calendar year, so please ensure you are using the most current version before proceedings.

INSTRUCTIONS

1. Ensure all of the details are completed on Page 1 without any exceptions.
2. Ensure that the Licensee and Licensor sign and date the bottom of Page 1 as required.
3. There are clauses in the Terms and Conditions which may be removed by agreement. If such agreement is reached between the Licensee and Licensor, please ensure that you read and understand the effect of the removal of that clause. If you do not understand the effect of the removal of any clause, please call Madison Marcus Law Firm on **"131 LAW"** (529).
4. This Deed provides for a **Licence Fee** to be paid. To gain full advantage of this Deed, it is recommended that the Licence Fee be included in your first Tax Invoice to the Licensee, but that payment is deferred until the end of the Deed. Contact the BIA for more information if required.
5. This Deed contemplates additional "rules and regulations" that the Licensor may publish from time to time whether in relation to the Licensee's use of the Craft at the Craft Storage Facility or the Craft Storage Facility generally.
6. To register the security interest on the personal properties securities register (PPSR) you must do the following:
 - a. Obtain a "Secured Party Group Number" from the website www.ppsr.gov.au and follow the prompts;
 - b. Register your security interest against the Licensee and follow the prompts on the above website;
 - c. Register your security interest against the vessel or craft moored, berthed or stored follow the prompts on the above website.
 - d. Record your PPSR access token number somewhere safe.
 - e. Print the PPSR verification statements and store somewhere safe.
7. Please refer to the "PPSR Table" below to understand your rights and responsibilities under the PPSR, particularly the onerous obligations which have been removed because of the Deed.
8. Upon the expiry date of the agreement and once all payments have been paid, you must remove the PPSR registrations. Please visit www.ppsr.gov.au and follow the prompts.
9. In the event of default, prepare a letter of demand to the Licensee and send that demanding the full amount outstanding.
10. Call **"131 LAW"** (529) for further information in relation to debt recovery action, including but not limited to final letters of demand, caveats over real property, and debt recovery court proceedings.

This Deed is provided to you on the basis that you will seek legal advice in relation to this Deed before using it. The above information is provided as a guide only and does not amount to legal advice.

This information is intended to provide general information in summary form current at the time of publication. You should seek formal legal advice by calling **"131 LAW"** (529).

INSTRUCTIONS FOR USE OF THIS DEED

BIA MEMBER USE ONLY – DETACH FROM THE DEED



YOUR OBLIGATIONS UNDER THE PERSONAL PROPERTY SECURITIES ACT 2009 (CTH) (PPSA)

Clause	Sections referred to:	Obligation under the Section	Effect of the Updates to the Deed
6(o)	96	S96: when a person with an interest in the security may retain an accession.	You are no longer obliged to relinquish possession of an interest to another person who also has an interest.
	125	S125: must dispose and retain the collateral interest in accordance with the procedures specified Act.	You are not required to abide by s125 and hence dispose/retain the collateral in accordance with the Act. You now have the autonomy to do what you like with the collateral and are no longer restricted by the procedures specified in the Act.
6(p)	95, 118, 121 (4), 130,	S95 notice of removal of accession S118 enforcing security interests in accordance with personal property legislation S121 (4) notice to grantor in regards to enforcement of liquid assets	You no longer have to give a <u>notice</u> to the grantor when confiscating the interest or obtaining assets.
		S130 notice of disposal	
	132 (3)(d)	What you must put in the statement of account	You are no longer obliged to show in any statement of account <u>any amounts paid to other secured parties.</u>
	132 (4)	Obligation to create a statement of account if collateral is not disposed of within 6 months	In effect, you are not required to provide a statement of account for each period of 6 months after seizing the collateral until it's disposed.
6(q)	142	This Section allows entitled persons to redeem collateral at any time before you dispose of it	You no longer have to relinquish the collateral to an entitled person who abides by the procedures in the Section of the Act.
	143	This Section allows entitled persons to reinstate the security agreement at any time before you dispose of the collateral.	You no longer have to reinstate the security agreement to an entitled person who abides by the procedures in the Section of the Act.
6(r)	275(1).	This Section specifies the specific information that you must provide to a interested person (grantor, a person with another security interest in the collateral, auditor of the grantor or execution creditor) upon request, these are: <ul style="list-style-type: none"> a copy of the security agreement; the amount or the obligation that is secured by the security interest and the terms of payment or performance of the obligation, a written approval or correction of an itemised list of personal property attached to the request indicating in which items of property the security interest is granted, the amount or the obligation that is secured by the security interest; and the terms of payment or performance of the obligation. 	In effect, this clause executes a Confidentiality Agreement with the customer. Therefore, you are no longer obliged to provide the interested person with the information about the collateral upon request.

These **Timeframes** are as follows:

Collateral that is tangible and intangible and its treatment where that collateral is inventory or not inventory		
	Where the collateral is tangible property	Where the collateral is intangible property
Where the collateral is inventory:	The security interest must be registered before the time the grantor obtains possession of the collateral.	The security interest must be registered before the time the PMSI attaches, or is created, over the inventory.
Where the collateral is not inventory:	The security interest must be registered within 15 business days of the grantor obtaining possession of the collateral.	The security interest must be registered within 15 business days of the grantor obtaining possession of the time of attachment, or creation, of the PMSI.