

Our ref 710/00133(kw)
Your ref

Enquiries [REDACTED]
Telephone +61 7 55838279
Facsimile +61 7 55838288

23

4 October 2001

The Manager
Southport Yacht Club
MacArthur Parade
Main Beach Qld 4217

Dear Sir

Offer No. 710/133-01
Management and Maintenance of Crown Owned Swing Moorings
Letter of Acceptance

I refer to your Conforming Offer dated 24 August 2001 for the above work, which was forwarded under cover of a letter dated 22 August 2001 and also to correspondence and documents as summarised within this Letter of Acceptance.

I wish to inform you that your **Conforming Offer** for the fixed sum of [REDACTED] for the works comprised in the abovenamed Offer is hereby accepted by the State of Queensland acting through the Department of Transport.

This acceptance of your Offer is in accordance with the following:

1. This letter of Acceptance.
2. Your Offer dated 24 August 2001 together with the covering letter dated 22 August 2001 and other documentation.
3. This Department's letter to your Club of 6 September 2001.
4. Your Club's letters to the Department dated 5 and 11 September 2001.
5. Your Club's letter to the Department dated 19 September 2001.
6. This Department's letter to your club of 24 September 2001.
7. Your Club's letter to the Department dated 2 October 2001.
8. Your Club's letter to the Department dated 4 October 2001.

- 9. Offer document's issued by this Department for Offer No. 710/133-01 including Specification, Supplementary Information and Drawing No. S4gc-1-1.

The Agreement shall commence on **8 October 2001** for an initial period of 12 months, in accordance with the conditions of clause 3 of the Specification.

Please ensure that the required insurances (public risk and property damage), clause 5 of the Specification, are in force prior to commencement of the contract and evidence of the relevant policies are furnished as soon as possible.

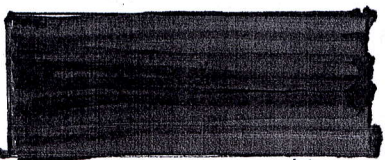
For the purpose of effecting insurances, the name of the Principal is "**The State of Queensland acting through the Department of Transport**". Please ensure that the policies are issued in the Principal's correct name.

In addition to the above there shall be provided a declaration from the insurer that the above insurance policies comply with the requirements of relevant clause of the Specification. A copy of this declaration, together with copies of your Certificate of Currency for the insurances are to be forwarded to the Project Officer at the address shown below.

I further advise that in accordance with clause 8 of the Tender Document, as requested in your letter of 2 October 2001, and the Principal hereby consents to Gold Coast Marine Agencies Pty Ltd acting as the Yacht Club's agent in fulfilling this Agreement.

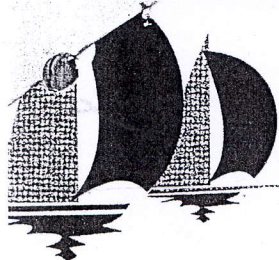
Please arrange for payment of the offered amount, either in one instalment or two six monthly instalments, to the Project Officer prior to commencement of the Agreement.

Yours sincerely



Maritime Director (Gold Coast)

Enc (1)



SOUTHPORT YACHT CLUB INC.

22 August 2001

The Maritime Director (Gold Coast)
Queensland Transport - Maritime Division
Gold Coast Region
40-44 Seaworld Drive
MAIN BEACH. 4217

Dear Sir

**RE : INVITATION FOR OFFER OF SUPPLY OF SERVICES –
MANAGEMENT AND MAINTENANCE OF SWING MOORINGS
INVITATION NO. 710/133 – 01**

Please find enclosed a Conforming Offer and two Non-Conforming Offers from Southport Yacht Club Inc. for the "MANAGEMENT AND MAINTENANCE OF CROWN OWNED SWING MOORINGS IN THE SOUTHPORT BROADWATER".

In addition to the offers presented herein, you will find attached a copy of the Southport Yacht Club's Integrated Environmental Management System (IEMS). Although the tender document did not deal with this aspect, it is the Club's view that under the current Environment Protection Act, any future operator of the Swing Moorings will need to meet the requirements of the Environment Protection Act. Southport Yacht Club already complies with the Act and is operating under the necessary Environmental Licence.

I have also included a list of the "strengths" Southport Yacht Club Inc. can supply, if successful with this offer.

Copies of the following additional documentation is attached:-

1. A Certificate of Currency of Insurance.
2. A copy of the Survey Certificate covering the commercial vessel which will be employed.
3. A copy of one staff member's maritime qualifications.

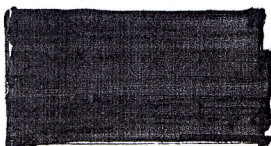
The personnel to be used in the management of the Swing Moorings would be the existing team, which currently carries out this service, including, but not limited to, [REDACTED] and other supporting staff, all supervised by the Southport Yacht Club's General Manager and the Southport Yacht Club Board.

It is assumed, as the existing service provider, the Club's financial capabilities are acknowledged. In addition, please find enclosed a copy of the Southport Yacht Club's Annual Report for the twelve months ending 30 June 2001.

With regard to the Non-Conforming Offers presented herein, the Club asks that, as allowed under the terms of the Invitation, the details of the Non-Conforming Offer be kept confidential. In addition, it is assumed the Department will wish to discuss several of the issues presented herein in greater detail and officers of the Club will make themselves available.

The Club looks forward to answering any queries you may have and would like to assure you that if successful, the Club will continue to provide a high level of professionalism in the management of the moorings.

Yours sincerely,



SOUTHPORT YACHT CLUB INC.

In addition to meeting all the requirements of the Invitation for the "MANAGEMENT AND MAINTENANCE OF CROWN OWNED SWING MOORINGS IN THE SOUTHPORT BROADWATER" the Southport Yacht Club (SYC) will provide the following services:-

- **PROVEN TRACK RECORD** – As the existing operator, the SYC has a record of providing a professional, well-maintained and well-managed facility.
- **ENVIRONMENT** – As shown in the attached Integrated Environmental Management Manual, the Club has in place Council approved Environmental Procedures and the Club is the holder of a current Environmental Licence as required under the relevant Legislation.
- **OIL RECYCLING** – An oil recycling centre is located on the Club's grounds and is available to all Swing Mooring tenants.
- **RECYCLING** – Battery, glass and general recycling facilities are provided at the Club.
- **POSITION** – The facilities offered by the SYC are directly adjacent to the Swing Moorings.
- **RADIO COMMUNICATION** – Radio communication via the approved base station located at the SYC Marina office is available to all marina tenants.
- **FIRE FIGHTING** – The SYC provides its own independent petrol-driven mobile fire fighting unit, which is designed to fit in the bow of the work vessel employed in the management of the Swing Moorings.

Regular training exercises are conducted, using the mobile fire trolley. In addition, joint exercises are conducted with the local fire brigade, which have resulted in techniques being developed to use the work vessel and floating fire hoses to fight fires away from the SYC Marina.

- **EMERGENCY RESPONSE TRAINED INDIVIDUALS** – Emergency response trained staff (fire and first aid) on hand. On any given day, up to nine trained individuals are available on site and can respond to emergencies at very short notice.
- **EMERGENCY VESSEL RECOVERY** – SYC is able to provide access to its own Travelift for emergency recovery of vessels, twenty-four hours per day, seven days per week.
- **CAMERA SURVEILLANCE** – Remote, pan tilt zone surveillance cameras provide continuous coverage of the Swing Moorings. Video records are recorded twenty-four hours per day and retained for seven days before being retaped.
- **SECURITY** – Foot patrols are conducted throughout the Marina and in close proximity to the moorings twenty-four hours per day. In addition, the on-site security guards are supported by mobile support, supplied by a local security guard contact.
- **LOCAL ORGANISATION** – The Southport Yacht Club is a local Queensland based incorporated association.

5.

Gordon Wilson & Associates Pty. Ltd.

REGISTERED OFFICE:
240 MARGARET STREET
BRISBANE, QLD. 4000
GPO BOX 588, QLD. 4001
TEL: (07) 3229 3294
FAX: (07) 3221 8709
Email: gordonwilson@webshak.com.au

TOWNSVILLE OFFICE:
15 PATRICK STREET
AITKENVALE, Q. 4814
PO BOX 898 M.C. AITKENVALE, 4814
TEL: (07) 4775 1000
FAX: (07) 4775 1402

LICENSED INSURANCE BROKERS A.C.N. 010 096 376 A.B.N. 84 010 096 376

23 August, 2001

TO WHOM IT MAY CONCERN:


CERTIFICATE OF CURRENCY

We hereby certify that the following Insurance is current as detailed:-

Insured: Southport Yacht Club Inc. and
Gold Coast Marine Agencies Pty Ltd and
Department of Transport all for their respective
rights and interests

Class of Insurance: Marina Operators Liability

Interest Insured: Legal liability in respect of activities as Marina Operators

Sum Insured: 

Situation: At and from Main Beach & Hollywell

Period of Insurance: 7th June 2001 to 4pm 7th June 2002

Underwriter: Associated Marine Insurers

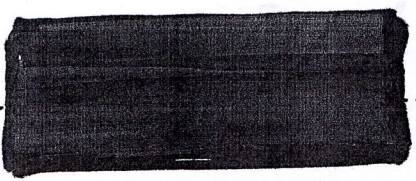
Policy No: 11.HAN.0229593

In response to your request, we confirm that according to our records as of this date, the abovementioned policy is current to the due date stated herein.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed.

Yours faithfully

GORDON WILSON & ASSOCIATES PTY LTD

Per.....


CERTIFICATE OF REGISTRATION

Ship Name

DUGGY BUGGY

Registration No.

9129QE

USL Class

2E

Boat Mark

*Length

5.20 m

Breadth

2.20 m

Depth

0.80 m

Hull Material

FIBREGLASS

Gross Registered Tonnage

Main Engine Details

JOHNSON 11.18 KW, JOHNSON 11.18 KW

Limits and conditions of operation and maximum persons permitted to be carried

Class 2E - SMOOTH WATER LIMITS.
TO CARRY A MAXIMUM OF 5 PERSONS.

Name and Address of Owner

GOLD COAST MARINE AGENCIES
SOUTHPORT YACHT CLUB
MACARTHUR PARADE
MAIN BEACH QUEENSLAND 4217

This certificate shall be displayed on board the ship.

The Owner and the master of a ship must not operate the ship unless the ship is safe in accordance with the
Transport Operations (Marine Safety) Act 1994.

This Certificate unless suspended or cancelled, shall remain current from **18 December 2000** and expires

17 December 2001

10 JAN 2001

Chief Executive, Department of Transport
*Length - (Measured Length) as defined in section 1 of the Uniform Shipping Laws Code.

7.

C003725

QUEENSLAND
TRANSPORT

Certificate of Competency
RESTRICTED COXSWAIN

This is to certify that

[Redacted Name]
has satisfied the requirements for the issue
of this qualification in accordance
with the requirements of the
Transport Operations (Marine Safety) Act 1994.

Unless otherwise cancelled, suspended or
revalidated, this qualification remains valid until

Perpetual


Chief Executive/Delegate

30 APR 1996
Date

Conditions
(For use by Issuing Authority)

30 APR 1996

Issued in lieu of a Certificate of
Competency as Restricted Coxswain (Trading)
No. R62796 issued on 17.5.1994.

30 APR 1996

Restricted from Southport Bridge north to a
line through 27°54'00S.
outboard powered ships only.
Daylight hours only.



6887

QUEENSLAND TRANSPORT
MARITIME DIVISION
GOLD COAST REGION

CONFORMING
OFFER

OFFER FORM

To:- Maritime Director (Gold Coast)
Queensland Transport - Maritime Division
Gold Coast Region
PO Box 107
SOUTHPORT QLD 4215

From: SOUTHPORT YACHT CLUB INC
.....
(Individual/Company Name)

MACARTHUR PARADE
.....
(Address)

MAIN BEACH Q. 4217
.....

I/We, the undersigned do hereby provide an Offer for the management rights to and maintenance of **seventy (70)** swing moorings (the property of the State of Queensland) located in the **Southport Broadwater** and offer to manage and maintain the moorings in accordance with the terms and conditions of an agreement based on this offer document, for a **twelve (12) month period**.

I/We offer to pay the State the following amount, **in advance**;

\$ [redacted] plus \$ [redacted] (10% G.S.T.) = \$ [redacted]

\$ [redacted]
(Total amount in words)

(Payment may be made in two equal six monthly installments.)

Name and Address of Offeror

Name and Address of Witness

[redacted]
.....
SOUTHPORT YACHT CLUB
.....
MACARTHUR PARADE
.....
MAIN BEACH Q. Post Code 4217

[redacted]
.....
SOUTHPORT YACHT CLUB
.....
MACARTHUR PARADE
.....
MAIN BEACH Q. Post Code 4217

Telephone: (07) 55913500

Telephone: (07) 55911911

[redacted]
.....
(Signature)

[redacted]
.....
(Signature)

9.

Date: 24/8/01

Date: 24/8/01

CONFORMING
OFFER.

My/Our Workers Compensation Policy No. is NW002091209 and is valid until 30TH JUNE 200

We hold or will arrange other insurances applicable to the works and as required under the Supplementary Conditions of Contract.

I/We further understand that the offer offering the most financial benefit to the Department will not necessarily be accepted.

This offer remains valid for a period of sixty (60) days from the date of closing of offers.

This is an Offer by SOUTHPORT YACHT CLUB INC

**My full name and address being as follows:

SOUTHPORT YACHT CLUB INC. MACARTHUR PARADE
MAIN BEACH Q 4217 (AN INCORPORATED ASSOCIATION)

**A Business, the full names and addresses of the proprietors and the principal place of business being as follows:

[Redacted area]

**A Company incorporated in _____ the address of its registered office being as follows:

98569906907 ABN
ACN

**Strike out whichever is not applicable NOTE: AN INCORPORATED ASSOCIATION THE SOUTHPORT YACHT CLUB DOES NOT HAVE AN ACN.

Please supply the following information:
Name and Title of Person for Correspondence GENERAL MANAGER, [Redacted]

Address: SOUTHPORT YACHT CLUB INC, MACARTHUR PARADE,
MAIN BEACH Q 4217

Telephone and Facsimile Number 07-55913500 FAX 07-55307507

SIGNATURE OF OFFEROR [Redacted] (DATE) 24/8/01

SIGNATURE OF WITNESS [Redacted] (DATE) 24/8/01

TYPE OF OFFER

CONFORMING
OFFER.

This offer is a conforming offer in accordance with all conditions of the offer documents.

Signed Date 24/8/01
(Offerer)

Signed Date 24/8/01
(Witness)



(Please tick)

~~This offer is a non-conforming/innovative offer in accordance with clause 17 of the General Conditions of Offer and clauses 17.6 and 17.7 of the Specification.~~

~~I acknowledge that this offer will be assessed in accordance with clause 28 of the General Conditions of Offer.~~

~~Signed Date
(Offerer)~~

~~Signed Date
(Witness)~~



(Please tick)

(Please complete only the section that is relevant to your offer)

Our ref 710/00133
Your ref

Enquiries 07 55838279
Telephone +61 7 55838279
Facsimile +61 7 55838288

6 September 2001

The Manager
Southport Yacht Club
MacArthur Parade
Main Beach, QLD 4217

Attention: [REDACTED]

Dear Sir

**Invitation for Supply of Services - Management and Maintenance of Crown Owned
swing Moorings - Invitation No. 710/133-01**

I refer to your submission of offers for the above invitation.

So that your offers may be considered further, it is requested that you provide the following;

- **Clause 14 - Hiring of Moorings (Conforming offer)**
 1. Details of the fees proposed to be levied on the swing mooring hirers.
 2. Details of additional fees which the club may wish to impose on the hirers of the moorings for services and the use of facilities that are not part of the offer requirements.
 3. Copy of any form of agreement that the club may wish hirers to sign.

- **Clause 17 - Provision of Facilities (All offers)**
 1. Details (including numbers and location) of ablution facilities and garbage facilities to be provided for the use of the swing mooring hirers.
 2. Details of the proposed long and short term dinghy storage areas and their location within the Yacht Club controlled land.
 3. The location of the required number (14) car parking spaces to be provide for the use of swing mooring users. It is considered that these carparking bays should be clearly designated as being reserved for swing mooring hirers only.

Maritime Division
Gold Coast Region
40 - 44 Seaworld Drive
Main Beach Queensland 4217
PO Box 107 Southport Queensland 4215
ABN 13 200 330 520

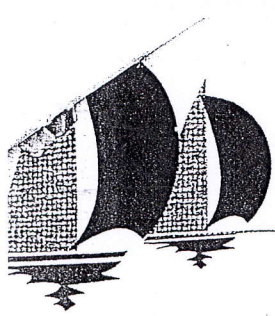
- On receipt of your written advice to the above, a determination of the successful offerer will be able to be made.

Yours sincerely

[Redacted signature]

[Redacted name]

Maritime Director (Gold Coast)
Gold Coast Region

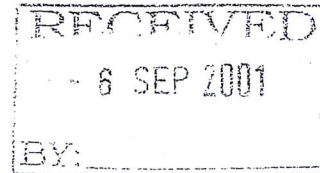


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710/133
P17128 (1)

SOUTHPORT YACHT CLUB INC.

September 5, 2001

The Maritime Director (Gold Coast)
Queensland Transport - Maritime Division
Gold Coast Region
40-44 Seaworld Drive
MAIN BEACH QLD 4217



Dear Sir

RE : INVITATION FOR OFFER OF SUPPLY OF SERVICES –
MANAGEMENT AND MAINTENANCE OF SWING MOORINGS
INVITATION NO. 710/133 – 01

Please be advised the General Manager of the Southport Yacht Club, [REDACTED]
has resigned from the Club, effective 3 September 2001.

[REDACTED] was shown as the contact person on the Club's recent Tender. Could you
please change your records to show the new contact as [REDACTED] Finance
Manager.

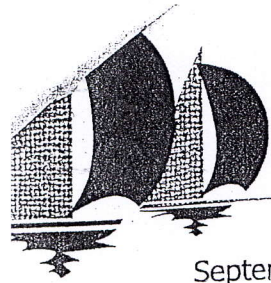
For technical queries, please feel free to contact [REDACTED] direct on [REDACTED]

We look forward to further discussions with the Department with regard to the
management of the Swing Moorings.

Sincerely

[REDACTED]
[REDACTED]
Commodore

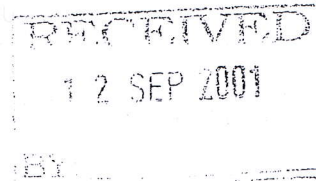




14 710/133
P17265 (2)

SOUTHPORT YACHT CLUB INC.

September 11, 2001



[REDACTED]
Maritime Director (Gold Coast)
Queensland Transport – Maritime Division
40-44 Seaworld Drive
MAIN BEACH QLD 4217

Dear Sir

**RE: INVITATION FOR OFFER OF SUPPLY OF SERVICES –
MANAGEMENT AND MAINTENANCE OF SWING MOORINGS
INVITATION NO. 710/133-01**

We refer to your correspondence of September 6, 2001 seeking additional information with regard to Invitation No. 710/133-01 and advise as follows:

1. With regard to the Club's conforming tender, the following is proposed:
 - (a) The Club would charge fees in line with the maximum fees chargeable under the tender document. No additional charges are envisaged.
 - (b) Additional fees for the provision of services and the use of facilities that are not part of the offer are not envisaged.
 - (c) With regard to the agreement they would need to sign, please find attached a copy of the standard Swing Mooring Agreement, which has been in use for many years.

2. With respect to the Club's conforming and non-conforming tenders, I advise as follows:
 - (a) The ablution and garbage facilities to be provided are as shown on the attached plan.
 - (b) The details of the long and short term dinghy areas are as detailed on the attached drawing.
 - (c) The location of the 14 car parking spaces is as shown on the attached drawing.

cont.../2



In addition to the above, the Club was keen, during the first 12 months, to trial the use of a star mooring at no further cost to the Department and we would welcome the opportunity to discuss this further with your officers.

Please advise if you require further input.

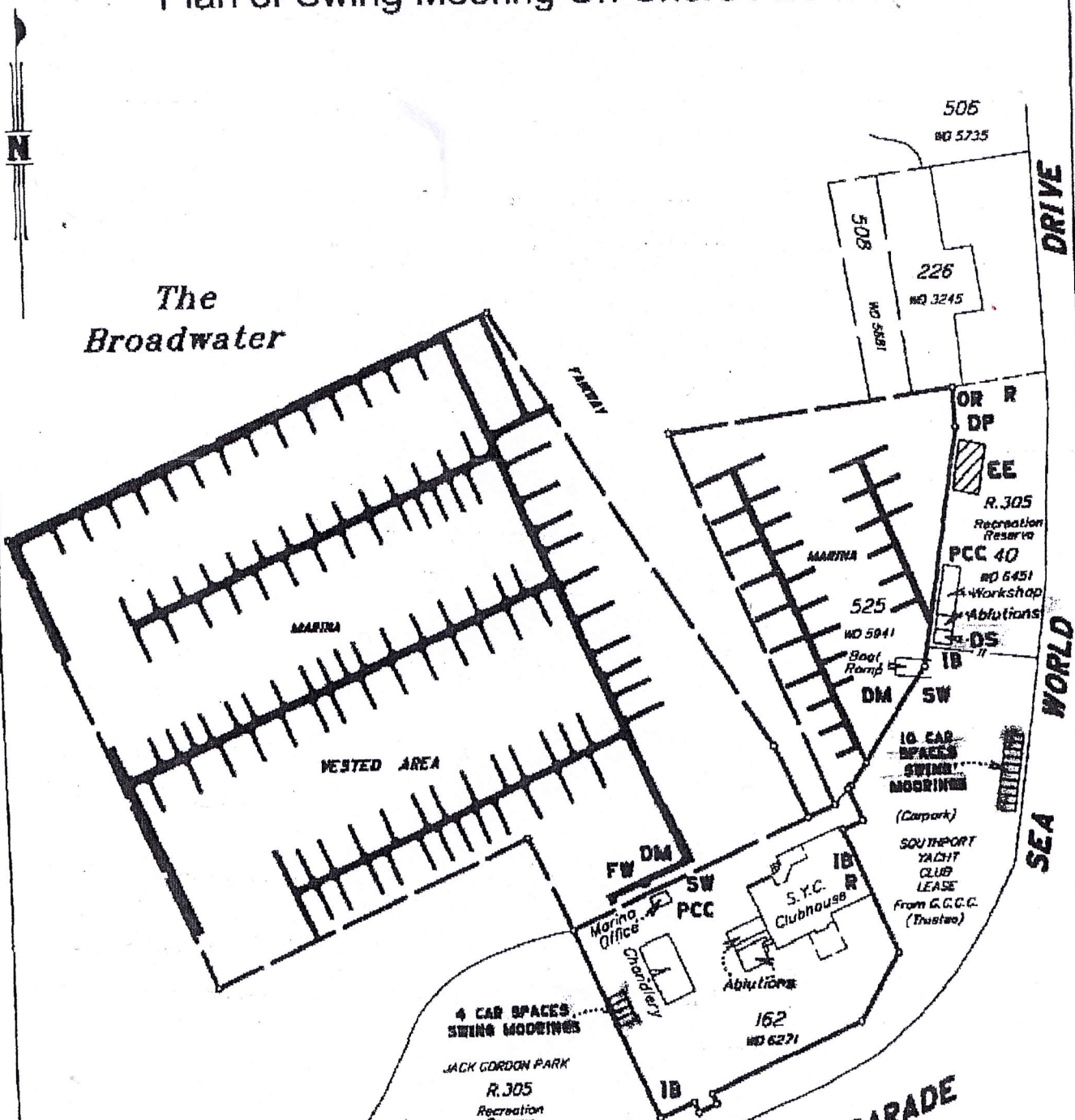
Sincerely

A large black rectangular redaction covering the signature of the sender.A black rectangular redaction covering the name of the sender.

Commodore

SOUTHPORT YACHT CLUB INC.

Plan of Swing Mooring On-Shore Facilities



LEGEND:

- PCC** - Pollution Control Cabinet
- R** - Recycling
- OR** - Oil Recycling
- IB** - Industrial Bin
- SW** - Stormwater
- EE** - Environmental Enclosure
- DP** - Discharge Point
- FW** - Fuel Wharf
- DM** - Dingy Mooring
- DS** - Dingy Storage

NOT TO SCALE

Plan No: 5848-22

SOUTHPORT YACHT CLUB INC.

No.

SWING MOORING RECEIPT AND AGREEMENT

OWNER VESSEL'S NAME

Address

Phone (H) (W)

Yacht Club Membership No.

Vessel's Make Length Beam Draft

Vessel Type Eng HP Inboard/Sterndrive/Outboard

Vessel Construction Year Built

Registration No. Sail No.

Name of Insurance Company

Mooring No.

(Identified by that number on the plan displayed at the Marina Office)

Rental Payable \$ per as from

payable weekly in advance.

Rental amount now due \$

G.S.T. \$

Other Charges Due \$

TOTAL PAYBLE \$

Received by Southport Yacht Club per

In paying the rental receipted the Owner ("the Owner") acknowledges that a contract has been entered into between the Owner and the Southport Yacht Club Inc. ("the Club") on the conditions set out on the reverse side hereof.

GOLD COAST MARINE AGENCIES
TELEPHONE (07) 5591 1911
FACSIMILE (07) 5591 6147



SOUTHPORT YACHT CLUB
MACARTHUR PARADE
MAIN BEACH QLD 4217

CONDITIONS

1. The Owner shall be entitled to the use of the Mooring for the mooring of the Vessel and in consideration therefore the Owner shall pay to the Club rent at the stated rate.

By-Laws

2. The Owner will be bound by and observe all provisions of the Harbours Act and the by-laws from time to time applicable to the use of the Mooring and any and all of the relevant by-laws of the Club. Publication on the Club's notice board of the by-law made by the Club will be sufficient notice thereof to the Owner.
3. The Owner agrees to effect before or within 24 hours of securing the Vessel to the Mooring and maintain at the cost and expense of the Owner for the whole of the time during which the Vessel is secured adequate insurance for the Vessel, its contents and fittings at full insurance value with a reputable and substantial insurer approved by the Club and to the satisfaction of the Club. Such insurance shall include cover for public liability and removal of wreckage. The Owner acknowledges that the Club will not be liable for any loss or damage howsoever occurring to the Vessel, its contents or fittings, all of which shall be at the Owner's risk alone.

Assignment

4. This Agreement and the rights conferred upon the Owner hereunder apply only to the Vessel (and not to any other vessel whatsoever) and are not capable of assignment by the Owner.
5. On payment of the refundable key deposit and whilst the Agreement remains in effect and the Owner is not in default the Owner and his invitees may make reasonable use of the Club's bathing and toilet facilities provided for members whether or not the Owner is a member of the Club.

Exclusion of Representative

6. The Club gives no warranty and makes no representation as to the sufficiency, safety or adequacy of the Mooring or the service or facilities provided by the Club and the Owner acknowledges that he uses the same in their condition, state or repair and adequacy from time to time and at his own risk in every respect.

Indemnity

7. The Owner indemnifies and agrees to indemnify and keep the Club indemnified against any and all claims, demands, actions and proceedings whatsoever and howsoever arising directly or indirectly by, through or in connection with the Mooring launching, occupation or moving of the Vessel or the use by the Owner or his invitees or licensees of any of the facilities of the Club and also from any and every loss, damage, cost, expense or claim arising out of injury (fatal or non-fatal) to person or property (including the Vessel) or liability whatsoever and howsoever arising and suffered either by the Club or the Owner as the case may be or any of the Club's or the Owner's crew, guests, visitors, invitees or licensees or any of them or any other persons whatsoever by, through or in connection with the mooring, launching, occupation or moving of the Vessel.

Waiver

8. No waiver of any provision of the Agreement nor consent to any departure therefrom by either of the parties shall be effective unless the same shall be in writing.

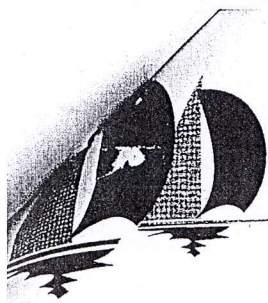
Termination

- 9.1 This Agreement may be terminated by the Club by written Notice of Termination to the Owner in the following circumstances:
 - (a) If the Owner is in arrears in the payment of any money payable pursuant to this Agreement; or
 - (b) if the Owner is in breach of any of the terms and conditions of the Agreement.

Upon giving Notice of Termination the Club may forthwith or at any time thereafter enter upon the Mooring to remove the Vessel from the Mooring and to move or otherwise moor it in a safe place as determined by the Club.
- 9.2 This Agreement may be terminated by the Owner giving seven days written notice and vacating the Mooring provided that the Owner shall remain liable to pay rent up to and including the day upon which he delivers up possession of the Mooring to the Club.

Goods and Services Tax ("GST")

- 10.1 If the Lessor is or will become liable to pay GST in respect of any supply or any other thing under or in connection with this agreement (including, without limitation, the supply of the Premises to the Lessee or any goods, services rights, benefits or things), then, in addition to any other consideration payable by the Lessee to the Lessor in respect of the supply or other thing, the Lessee shall pay the Lessor an additional amount equal to the amount of the Lessor's actual or prospective GST liability (the "GST Amount"), treating the amount or consideration payable as the value of the supply for the purposes of the legislation which imposes the GST.
- 10.2 The Lessor shall notify the Lessee of any GST Amount but only one notice shall be necessary where a GST Amount is payable periodically. Unless otherwise demanded by the Lessor, a GST Amount shall be payable at the time the consideration is paid or payable, whichever is the sooner.
- 10.3 Where any GST Amount is not paid when due to the Lessor, in addition to any obligation under this agreement on the part of the Lessee to pay interest to the Lessor, the Lessee shall pay to the Lessor upon demand all Default GST (if any): "Default GST" means any additional GST, penalty or other sum levied against the Lessor under any legislation imposing GST by reason of a non-payment of a GST Amount but does not include any such sum levied against the Lessor by reason of a default by the Lessor in remitting a GST Amount to the relevant authority after payment of the same by the Lessee to the Lessor.
- 10.4 "GST" means a goods and service tax, value added tax or similar tax, whether resulting from one or more Bills in this regard introduced into the Commonwealth Parliament of Australia in 1998 or otherwise.



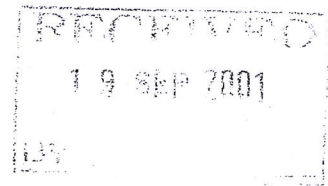
19.

710/133 (11)

SOUTHPORT YACHT CLUB INC.

P17501

September 19, 2001



The Maritime Director (Gold Coast)
Queensland Transport – Maritime Division
Gold Coast Region
40-44 Seaworld Drive
MAIN BEACH. 4217

Dear Sir,

**RE : INVITATION FOR OFFER OF SUPPLY OF SERVICES –
MANAGEMENT AND MAINTENANCE OF SWING MOORINGS
INVITATION NO. 710/133-01**

Further with regard to the Southport Yacht Club Tender, I wish to confirm the current "Swing Mooring Receipt and Agreement" is being rewritten and will be forwarded to the Club's Solicitors and Insurers for approval.

As per your request, in addition to other improvements to the document, the following changes are to be incorporated: -

- Clause One of the new "Marina Berth and Swing Mooring Agreement" is to be modified, along the following lines: -
 "This agreement is made the day of 200...
 between Southport Yacht Club Inc., Macarthur Parade, Main Beach in the State of Queensland, the Queensland Government (Queensland Transport) and/or Southport Yacht Club's agents or licensees (all of which are hereinafter referred to as "the Club") of the one part and the owner named in the Schedule hereto (hereinafter called "the Owner") of the other part.
- The Indemnity – This clause refers to "the Owner" which clause 1 will define in the new agreement as "SYC, QT and GCMA" -
 - (a) The Owner whether or not he is the owner of the Vessel indemnifies and agrees to indemnify and keep the Club indemnified against any and all claims, demands, actions and proceedings whatsoever and howsoever arising directly or indirectly by, through or in connection with the mooring, launching, occupation or moving of the vessel or the use by the Owner or his invitees or licensees of any of the facilities of the Club and also from any and every loss, damage, cost, expense or claim arising out of injury (fatal or non fatal) to person or property (including the Vessel) or liability whatsoever and howsoever arising and suffered either by the Club or the Owner as the case may be or any of the Club's or Owner's



crew, guests, visitors, invitees or licensees or any of them or any other person or persons whatsoever by, through or in connection with the mooring, launching, occupation or moving of the Vessel;

- (b) Should the Club suffer or incur or become liable for or should demand be made on the Club for any loss, damage, costs, expenses or liability whatsoever by reason of any act or omission on the part of the Owner or any person for whose actions the Owner is vicariously liable then the Club shall have a lien upon the Vessel and its equipment and contents as security for performance of the Owner's obligations under sub-clause (a) of this clause and may detain the Vessel until the Owner's obligations have been satisfied in full or the owner has offered reasonably acceptable substitute security.
- (c) The Club shall not either directly or vicariously nor shall any of its servants, agents or invitees be liable in negligence or otherwise for any injury, loss or damage sustained or suffered by the Owner or any invitee, licensee or guest of the Owner in or about or while crossing over or going through any other property for the purpose of gaining access to the vessel or the Marinas and the Owner indemnifies and agrees to keep indemnified the Club from claims arising from such injuries, loss or damage.
- (d) In consideration of the covenants of the Club contained in this Agreement, the owner acknowledges that the terms of clauses 8 (a) and 8 (c) shall apply not only in favour of the Club but also in favour of that party which managed the Marina on behalf of the Club including Gold Coast Marine Agencies Pty. Ltd. ("GCMA P/L") and also in favour of the Queensland Government (Queensland Transport).

- GST – this clause is to be rewritten by the Club's Solicitors to reflect the fact that GST legislation is now a reality.
- USE – this clause is to be amended to read:-
USE – the Owner shall for the period specified in the Schedule be entitled to the use of the Mooring/Berth under the Club's control for the mooring of the vessel and to the reasonable use in common with others of the Club's ablutions, garbage disposal facilities, car parking, short and long term dinghy storage (both in water and out of the water) and, if required, the walkways giving access to the Club's facilities AND in consideration therefore the Owner shall pay to the Club rent at the rate set out in the Schedule..."

In addition, the new document will cover both the Swing Moorings and the Club's Marinas to simplify the booking process and eliminate the possibility of the incorrect agreement being used.

The Club has requested its legal advisors fast track the rewrite of the Swing Mooring/Marina Agreement and as soon as this new document is to hand, it will be forwarded to Queensland Transport for approval prior to going to print.

The Club understands the above information clarifies Queensland Transport's remaining questions. If further information is required, please do not hesitate to contact either the Club or the Club's Waterfront Manager, [REDACTED]

The Club awaits confirmation of the acceptance of the Club's Tender for the management of the Swing Moorings.

Sincerely

[REDACTED]

[REDACTED]

Commodore

Our ref 710/00133(kw)
Your ref

22

(13)

Enquiries [REDACTED]
Telephone +61 7 55838279
Facsimile +61 7 55838288

24 September 2001

The Manager
Southport Yacht Club
MacArthur Parade
Main Beach Qld 4217

Attention: [REDACTED]

Dear Sir

Invitation for Offer of Supply of Services - Management and Maintenance of Swing Moorings

I refer to your letter of 19 September 2001 detailing proposed changes to the Yacht Club's "Swing Mooring Receipt and Agreement".

The proposed changes have been considered and the following comments made;

1. This Agreement is to be between the Yacht Club and the marina berth or swing mooring hirer. Queensland Transport is not "the owner" in relation to the marina berths and therefore should not be included in any agreements between the club and marina berth hirers.
2. Clause 1 refers to Southport Yacht Club, its agents and licensees' as "the club" and the vessel owner as "the owner". The Indemnity clauses propose the SYC, QT and GCMA as "the owner". There appears to be conflict in the definitions.
3. The proposed indemnity clauses would appear to require "the owner" (vessel owner) to indemnify "the Club" (Southport Yacht Club, The State of Queensland, GCMA). Under condition 5 of the specification the Supplier (SYC) is required to indemnify the State of Queensland, etc, against any claims. The proposed clause is acceptable provided Southport Yacht Club accepts responsibility to indemnify The State as required under the specification.
4. Your comments regarding GST are noted. It is expected that this matter will be clearly defined.
5. The use of the Club's facilities (those specified in the specification and in previous correspondence) are to be made available to the users of the swing moorings, including the owner, his crew and invited visitors and guests.

Maritime Division
Gold Coast Region
40 - 44 Seaworld Drive
Main Beach Queensland 4217
PO Box 107 Southport 4215
ABN 13 200 330 520
I:\[...]\Letters\SYC Mooring Agreement-kw.doc

Please note that in all cases references should be to The State of Queensland and/or Queensland Transport.

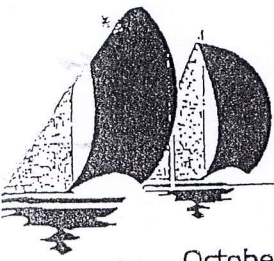
It is requested that the above comments be taken into account when amending the agreement document.

Please contact [REDACTED] should you need to discuss this matter further.

Yours sincerely

[REDACTED]
[REDACTED]

Maritime Director (Gold Coast)



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710/133

P17814

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SOUTHPORT YACHT CLUB INC.

October 2, 2001

RECEIVED

- 3 OCT 2001

The Maritime Director (Gold Coast)
Queensland Transport – Maritime Division
Gold Coast Region
40-44 Seaworld Drive
MAIN BEACH QLD 4217

Dear Sir,

**RE : INVITATION FOR OFFER OF SUPPLY OF SERVICES –
MANAGEMENT AND MAINTENANCE OF SWING MOORINGS
INVITATION NO. 710/133-01**

With reference to the Club's Tender for the Management of the Swing Moorings, the Club notes in Clause 8 of the Tender document, Queensland Transport's approval is required if the Club intends to assign the management of the moorings to any other party.

Gold Coast Marine Agencies Pty. Ltd. has provided waterfront management expertise to the Club for the operation of its marinas for many years and it is envisaged, with Queensland Transport's approval, this practice would continue.

In view of the above, and with specific reference to the relevant section of the Tender, could Queensland Transport please confirm they have no objection to Gold Coast Marine Agencies Pty. Ltd. acting for the Club as the Club's agent in the operation of the Swing Moorings. The operation of the Swing Moorings would, of course, be totally supervised by the Board and Management of the Southport Yacht Club and the Club acknowledges any such consent:-

- (i) will not operate as an authority to transfer responsibility to Gold Coast Marine Agencies Pty. Ltd., and
- (ii) will not relieve the Club from any of its liabilities or obligations.

I await your confirmation that the above is acceptable.

Sincerely

Commodore

25.

710/133
22

SOUTHPORT YACHT CLUB INC.

September 28, 2001

RECEIVED
- 4 OCT 2001
BY: P17858

[REDACTED]
Manager – Marine Infrastructure
Queensland Transport

Facsimile: 55838 288

Dear [REDACTED]

RE: SWING MOORINGS MANAGEMENT AGREEMENT

The Club acknowledges receipt of your facsimile of today's date in relation to extending our existing Swing Mooring Management Agreement for one week to allow for the finalisation of the new Agreement.

The Club confirms we are agreeable to this arrangement.

Thank you for your assistance.

Sincerely

[REDACTED]

[REDACTED]

Commodore



26

710/133

24

SOUTHPORT YACHT CLUB INC.



5 October 2001

RECEIVED
- 5 OCT 2001
BY P17899

The Maritime Director (Gold Coast)
Queensland Transport – Maritime Division
Gold Coast Region
40-44 Seaworld Drive
MAIN BEACH. 4217

Dear Sir,

**RE : INVITATION FOR OFFER OF SUPPLY OF SERVICES –
MANAGEMENT AND MAINTENANCE OF SWING MOORINGS
INVITATION NO. 710/133-01**

Thank you for your letter of acceptance dated 4 October 2001.

The Club has advised its insurers, of Queensland Transport's requirements and we expect to be able to provide copies of the requested certificates plus the first six months payment of \$ [REDACTED] on Monday.

The Club looks forward to an ongoing close working relationship with Queensland Transport.

Yours sincerely,

[REDACTED]

COMMODORE [REDACTED]



