

MARINA PEN LICENCE

Terms and Conditions

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The Pen Application Form duly signed by all Parties, and these Marina Pen Licence Terms & Conditions, form the agreement between the Parties ("the Licence").

- a. The Pen Holder has requested, and the City of Mandurah has agreed to grant a non-exclusive contractual licence to the Pen Holder to use the Jetty and to occupy a Pen for the purpose of the Permitted Use only, unless approval has been given under clause 18.3.
- b. The City of Mandurah and the Pen Holder by signing the initial Pen Application Form have agreed to the terms and conditions within this Document and the City of Mandurah Jetties, Waterways and Marina Amendment Local Law 2018. See: https://www.mandurah.wa.gov.au/-/Media/files/com/downloads/council/governance/local_laws/current_local_laws/jetties_waterways_and_marina_local_law_2010

Pursuant to this Licence the Parties agree as follows:

1. DEFINITIONS & INTERPRETATIONS

Act means any present or future Act of Parliament (Federal or State) and includes any amendment or re-enactment of it for the time being in force and includes local laws and regulations under any Act.

Authorised Officer means the Marina staff as appointed by the City of Mandurah from time to time.

Authority means any Federal, State or local government or other public body or authority of any kind.

Commercial Use means the receiving of money or kind for the use of the Vessel, Pen, Jetty or any portion of the Marina but does not include mooring of commercial fishing vessels that are licensed by the WA Fisheries Department.

Document means this Marina Pen Licence Terms and Conditions as varied, amended, supplemented, or modified from time to time.

Fully Insured means a comprehensive insurance policy.

Jetty means the jetty of which the Pen forms part.

Marina means either of Mandurah Ocean Marina, Mandurah, Western Australia; South Harbour Mini Marina, Galileo Loop, Mandurah, Western Australia; Mary Street Lagoon, Halls Head, Mandurah Western Australia.

Marina Manager means an Authorised Officer who has been delegated the authority to manage the Marina.

Mooring Area means all those waters contained within the breakwaters surrounding the Marina.

Party means a party to this Licence.

Pen means the particular section of the Jetty for mooring purposes and the adjacent waters.

Pen Allocation means the assignment of an available pen for the duration of the pen lease requested.

Pen Holder means the person or persons whose names appear on the Application for a Pen Licence.

Pen Holder's employees, agents and customers means each of the Pen Holder's employees, officers, agents, contractors, service suppliers, sublicensees, concessionaires, customers and those other persons who at any time are under the control of the Pen Holder and are on the Jetty or in the Mooring Area or its surrounds with the consent (express or implied) of the Pen Holder but does not include the City of Mandurah, its servants and agents.

Permitted Use means the mooring of a single vessel for recreational purposes in accordance with this Licence.

Term means the period of occupancy of the Pen as specified in the Pen Application Form and includes any extension period.

Termination Date means the date of termination specified by either party in accordance with clause 19, or, otherwise, the date the Term period ends.

Vessel means the vessel specified in the Pen Application Form.

Waitlist means a list of current or prospective pen holders waiting to be allocated an available pen.

2. CITY OF MANDURAH MARINA MANAGER

- 2.1** The Marina Manager may act for and on behalf of the City of Mandurah as its agent and all things done and all actions taken by the Marina Manager pursuant to this clause will be deemed done and taken by the City of Mandurah for the purposes of this Licence.
- 2.2** The Pen Holder and the City of Mandurah agree that the Marina Manager is hereby authorised by the City of Mandurah to do all acts under this Licence as agent on behalf of the City of Mandurah which the City of Mandurah is entitled to do under this Licence.
- 2.3** Any payments required to be made by the Pen Holder to the City of Mandurah may be made by the Pen Holder to the Marina Manager whose receipt will be a full and sufficient satisfaction and discharge to the Pen Holder.

3. NOTICES

Any notice given under this Licence is sufficiently given by the City of Mandurah by:

- 3.1** posting the notice by ordinary post to the address of the Pen Holder that is shown in the Pen Licence Application Form, or to such other address that has been provided to the Marina Manager by the Pen Holder; or
- 3.2** sending the notice to the email address nominated by the Pen Holder on the Pen Licence Application Form, or such other email address that has been provided to the Marina Manager by the Pen Holder; or
- 3.3** sending to an address by post or email as provided to the City by another Authority.

4. ENCUMBRANCES, SUBLICENCING & ASSIGNMENT

- 4.1** The rights under this Licence are a licence for usage of the Pen by the Pen Holder only and cannot under any circumstances be lent, sold, or transferred. The Pen Holder may not grant the use of the Pen, nor assign, mortgage, charge, sub-licence or otherwise part with any entitlement in relation to the Pen arising under this Licence to any other party.
- 4.2** If at any time during the Term the Pen Holder has notified the Marina Manager in writing that the Pen will be unoccupied for an extended period (minimum 3 and maximum 6 months), the Marina Manager shall be entitled in their absolute discretion and with prior written notice to the relevant Pen Holder, to permit any other vessel to temporarily occupy the Pen until the return of the Pen Holder's Vessel, at such fee and upon such conditions as the Marina Manager considers appropriate and the Marina Manager may, in their absolute discretion (but shall not be obliged to do so), refund such portion of the licence fee at such time and in such manner as the Marina Manager sees fit.

5. CHANGE OF DETAILS

- 5.1** If any of the details contained in the Pen Application Form change during the Term, the Pen Holder must notify the Marina Manager within seven days of the change occurring. The Pen Holder must obtain the consent of the Marina Manager before changing the Vessel or any lifting device occupying the Pen.
- 5.2** In the event of the sale of the Vessel, the Pen Holder is to give immediate written notice to the Marina Manager of any sale or disposition of the Vessel or any interest therein. If the Vessel is not remaining in the Pen, the Vessel must be removed from the Pen on the date of transfer of ownership.
- 5.3** In the event of the sale of the Vessel, if the new owner of the Vessel intends to keep the Vessel in the Pen, the Pen Holder must terminate this agreement by way of submitting a Relinquishment Form providing the name, address and contact details of the purchaser to the City of Mandurah. This agreement will not be taken as being ended until a Relinquishment Form has been

received and an agreement has been entered into between the new owner and the City of Mandurah. Paid pen fees and gatehouse keys are not transferrable to the new Pen Holder.

6. GRANT OF ACCESS

- 6.1** In consideration of the Pen Holder paying the prescribed fee to the City of Mandurah and complying with the obligations under this Licence, the City of Mandurah hereby grants to the Pen Holder access and use of the Pen for the Permitted Use during the Term subject to the terms and conditions contained in this Licence.
- 6.2** The Pen Holder must permit the Marina Manager, Authorised Officers and any other City of Mandurah employees, contractors or agents to enter upon the Vessel, Pen, Jetty and Mooring Area at any reasonable time to do, or cause to be done, all things necessary to rectify any breach by the Pen Holder of any of the terms of this Licence (without the City of Mandurah being under any obligation to do so and without prejudice to the City of Mandurah's other rights, powers, remedies or discretions under this Licence). All reasonable costs and expenses incurred by the City of Mandurah resulting from such breach (including the wage, fees and remuneration of any workers or agents employed or engaged in that respect) will be a debt due and payable by the Pen Holder to the City of Mandurah upon demand.

7. INDEMNITY

- 7.1** At all times during the Term and notwithstanding any policy of insurance required by this Licence, the Pen Holder indemnifies and will keep indemnified the City of Mandurah from and against all damage to or loss of any property of the City of Mandurah, or any other person or any injury to any person and all actions, suits, proceedings, claims costs, expenses and demands (on a full indemnity basis), caused by, arising out of, or incidental to any act, default or omission of the Pen Holder or the Pen Holder's employees, agents and customers in relation to use or misuse of the Licence, the Pen, the Jetty or the Vessel while within the Marina. This indemnity will not apply where the relevant occurrence was caused or contributed to (to the extent of that contribution) by the negligent act or omission of the City of Mandurah.

8. INSURANCE & PROOF OF OWNERSHIP

- 8.1** Penholders must have their vessels covered by fully comprehensive insurance.
- 8.2** Third Party insurance cover is not acceptable, unless otherwise approved by the Marina Manager.
- 8.3** The Pen Holder must insure and keep insured with insurers approved under the Insurance Act 1973 for all claims based on what is commonly known as public liability and all other usual maritime risks and so as in particular to insure the City of Mandurah against all claims which may be made against the City of Mandurah by any person arising out of the use of the Vessel, the Jetty, the Pen or the Mooring Area in an amount of not less than \$10,000,000.
- 8.4** The Pen Holder must at all times keep the Vessel and any other property owned or brought into the Marina by the Pen Holder and/or invitees of the Pen Holder fully insured whilst within the confines of, or near to the Marina against loss or damage by fire, explosion, storm, tempest, typhoon, earthquake, accidental damage, burglary, act of God.
- 8.5** The Pen Holder will deliver copies of all policies of full comprehensive insurance and proof of ownership (registration) to the City of Mandurah prior to commencement of the Term and following on as soon as practicable upon their renewal. All such documents are to be sent within 14 days of the City of Mandurah requesting them.
- 8.6** The Pen Holder must not commit or permit anything whereby any insurance taken out in respect of the Pen, Jetty, Mooring Area, or the Permitted Use may be rendered void or voidable or whereby any relevant insurance premium may be increased.

9. LIVE ON BOARD

- 9.1** To protect the amenity, environment, and security of the Marina full time live on boards are not permitted. A full time live on board is defined as where, on a Vessel in any Pen, any person spends on board more than 5 consecutive weeks, then for the balance of the Term, spends on board more than 6 consecutive nights in any given month.

10. MAINTENANCE AND REPAIR

The Pen Holder must:

- 10.1** Report to the Marina Manager any item of concern relating to the Pen, Jetty or Marina that may require servicing.
- 10.2** Not make any additions or alteration to any part of the Pen or Jetty whatsoever without the City of Mandurah and any relevant Authority's prior written consent. All permitted alterations or additions shall be made, completed, and carried out to the entire satisfaction of, and the material used therein shall be approved by the City of Mandurah and any relevant Authority.
- 10.3** Keep the Vessel along with any lifting device in a state of good and substantial repair, order, and condition during the Term.
- 10.4** Provide, use, and adequately maintain mooring lines sufficient to ensure the safe mooring of the Vessel. The Marina Manager may request the Pen Holder to replace any mooring line or provide certification that mooring lines are suitable for purpose.
- 10.5** Maintain on the Vessel such safety equipment as is required by the Department of Transport, the City of Mandurah or any other statutory body or Authority.
- 10.6** Not carry out any refuelling of any vessel within the Marina, other than at the fuel jetty from the designated pumps.
- 10.7** Not bring into or store within the Vessel or Marina any inflammable substance except for small quantities of fuel, in safe containers, reasonably required for outboard engines or stoves; or engine fuel aboard the Vessel contained in tanks or lines forming a permanent part of the Vessel.
- 10.8** Ensure that any maintenance and repairs to Vessels accommodated in the Marina's recreational Pens are to be carried out at the area designated for such repairs including:
- a) Permitted in Pens – maintenance and repairs that do not risk the contamination of water or damage to Marina deck surfaces e.g. electrical, carpet, canvas, plastics (not frames), internal carpentry, washing (with water), polishing.
 - b) Restricted to, service jetty areas and subject to the Marina Manager's approval – maintenance and repairs that do not risk the contamination of water e.g. oil changes, minor mechanical work that will leave the Vessel disabled for no longer than eight hours and do not require power tools.
 - c) Permitted in Hard stand only – highest risk activities e.g. external carpentry (sawing, grinding, sanding), hull scraping, engine/gearbox rebuild, stern drives.
- 10.9** Ensure that all contractors entering the Marina to perform any repairs, maintenance or any works whatsoever on a Vessel at the request of the Pen Holder complies with the following rules:
- a) All repairs and maintenance must only be undertaken at the appropriate location dependent on the nature of such maintenance and repairs as described in clause 10.8.
 - b) Contractors must provide to the Marina Manager proof of Public Liability Insurance cover of \$10,000,000.00 in respect of each incident.
 - c) Contractors must acknowledge that under the Western Australian Environmental Protection (Unauthorised Discharge) Regulations 2004 a \$5,000 fine can be issued if the work undertaken is found to have resulted in contamination of the Marina waters.

- d) Contractors must acknowledge liability for any damage caused to Marina surfaces or structures as a result of carrying out maintenance and repairs.

11. NATURE OF RIGHTS

- 11.1** The rights conferred by this Licence are in contract only and do not create in or confer upon the Pen Holder any tenancy of, or any proprietary rights in or to, any part of the seabed, the Pen, the Jetty, or the Mooring Area.

12. PAYMENT

- 12.1** The Pen Holder must pay any invoice submitted in respect of the Pen, a berth, mooring, or other service provided by the City of Mandurah and all relevant dues and charges levied by the City of Mandurah within 30 days of the date of the invoice.
- 12.2** Where payment is made by cheque, payment shall not be deemed to be made until such payment is cleared into the City of Mandurah's account.
- 12.3** Any account remaining unpaid at the end of the 30 days of the date of the invoice may be referred to the City of Mandurah's Debt Collection Agency and the Pen Holder agrees to pay any debt collection fees and costs incurred.

13. RENEWAL

- 13.1** Prior to the expiry of the Term, the City of Mandurah may in its absolute discretion offer to the Pen Holder, the right to renew the Licence for such period and for such fee applicable at the time of renewal.
- 13.2** The Pen Holder's obligations under this Licence continue for as long as the Pen Holder continues to use the Pen, irrespective of whether or not they have signed the licence form for any new or additional period of use of the Pen. These obligations, including, without limitation, the obligations in Clause 13.3, will continue until the Pen Holder formally terminates the agreement and removes the Vessel from the Pen.
- 13.3** A Licence is deemed renewed when the following conditions have been met:
- a) The prescribed fee has been received by the City of Mandurah.
 - b) A new Pen Licence Application Form has been signed by the pen holder and received by the City of Mandurah; and
 - c) The requirements under clause 8 have been met.
- 13.4** If the Pen Holder has not met the conditions in Clause 13.3 within 30 days of being requested by the City, the agreement will be terminated without prior notice and the right of the Pen returned to the City.

14. RESPONSIBILITY FOR DAMAGE

The City of Mandurah will not be responsible in any way for:

- 14.1** Any damage from any cause whatsoever that any vessel owned or used by the Pen Holder, or by any person lawfully authorised by the Pen Holder pursuant to this Licence, may at any time sustain while in the Pen or entering or leaving the Pen other than damage resulting from a negligent act or omission of the City of Mandurah or the City of Mandurah's breach of this Licence.
- 14.2** Any loss resulting from the theft of any property or vessel owned or used by the Pen Holder, or any person lawfully authorised by the Pen Holder pursuant to this Licence, while in the Pen or for the theft of any parts, equipment, or contents of any such vessel.

- 14.3** Any injuries which the Pen Holder or any of the Pen Holder's employees, agents and customers may at any time sustain while in or upon the Pen however occurring other than injuries resulting from a negligent act or omission of the City of Mandurah or the City of Mandurah's breach of this Licence.

15. VESSEL MAY BE MOVED IN EMERGENCY

- 15.1** The Marina Manager may in case of an emergency, remove any vessel from the Pen and anchor or moor it at such place and by such means as the Marina Manager (using reasonable care) determines. The Marina Manager will not be liable in any way whatsoever to the Pen Holder or any person claiming through or under the Pen Holder in respect of anything done by the Marina Manager pursuant to this clause.

16. ALLOCATED PEN MAY BE CHANGED

- 16.1** The Marina Manager may at any time require the Pen Holder to vacate the Pen either on a temporary or on a permanent basis, and to take up another Pen within the Marina (subject to availability). The Marina Manager will not be liable to the Pen Holder to pay any compensation in respect of such a change of Pen. The terms of this Licence will continue to apply for the remainder of the Term to the new Pen.

17. WAIVER

- 17.1** Waiver by the City of Mandurah of the Pen Holder's breach or non-observance of any of the covenants or conditions of this Licence will not be construed as a general waiver and any waiver will relate only to the particular breach or non-observance in respect of which it was made. Acceptance by the City of Mandurah of any fee or other moneys payable under this Licence does not constitute a waiver by the City of Mandurah.

18. RULES & REGULATION

The Pen Holder covenants with the City of Mandurah, on their own behalf and of their agents, contractors, and invitees, that throughout the Term the Pen Holder will abide by the following:

18.1 Prevention of Nuisance

Within the Marina, the Pen Holder and their agents and invitees must not:

- a) Carry on or permit to be carried on, any offensive, dangerous, noisome, or noxious activity that may be objectionable or a nuisance to the City of Mandurah, adjoining tenants or the general public.
- b) Allow or suffer to be carried on any act, matter or thing which may be prohibited by law.
- c) Engage in deliberate vandalism or any violent, abusive, or anti-social behaviour.
- d) Ride a bicycle, scooter, skateboard etc. on any part of the Jetty.
- e) Engage in any swimming, diving, or underwater activities.
- f) Consume alcoholic beverages except on private vessels or other premises where consumption of alcoholic beverages is not prohibited by law.
- g) Use or permit the Pen to be used for any purpose other than the Permitted Use without the prior written consent of the City of Mandurah and any relevant Authority.

18.2 Cleanliness

The Pen Holder must:

- a) Keep the Pen, Jetty, Vessel, and immediate surroundings in a thorough state of cleanliness.
- b) Not allow the accumulation of anything of any nature, including but not limited to property, containers, rubbish, wastes, bilge discharge etc. anywhere within the Marina.
- c) Do all reasonable things required to prevent any pollution or contamination of the Pen, Jetty, Marina, and surrounds, whether by run-off, discharge or arising from the Permitted Use or otherwise which includes the use of automatic bilge pumps.
- d) Dispose of all boat waste, including garbage, sewage, and any other waste, at a boat waste disposal unit or otherwise where specified or permitted by the Marina Manager and relevant Authorities.
- e) Do and pay for all things required to fulfil the obligations under this clause.
- f) Report immediately to the Marina Manager all fires, leakage and spills of fuels, oils, or waste from any vessel and all defects in or malfunctions of equipment in the Marina.

18.3 Commercial Use

The Pen Holder must not use the Pen, Jetty or any portion of the Marina for any Commercial Use or operation including hire, embark and disembark of charter passengers, fishing charter boat operations or sale and demonstration for sale without first obtaining the Marina Manager's approval whereby such approval will have separate terms and conditions that will form part of this Licence.

18.4 Pets and Animals Policy

To maintain a respectful, clean, and safe environment for all marina users, Mandurah Ocean Marina has specific policies regarding the presence of animals on the premises:

a) Animal Registration Requirement

All pets must be registered with Mandurah Ocean Marina prior to being brought onto the premises. This requirement ensures all pets on site are accounted for and assists in maintaining our safety and cleanliness standards.

b) Access and Movement

- i. No animals—including but not limited to dogs and cats—are permitted on any Pen or Jetty structure unless they are adequately restrained.
- ii. Pen holders may only transit the jetties with their animals if:
 - A. The animal is securely on a lead, or
 - B. The animal is being carried.
- iii. Animals must not be left unattended on jetties at any time.

c) Confinement and Noise Control

- i. During your stay, pets must remain confined to your own vessel and must not roam freely or access other Pens or boats.
- ii. To ensure a peaceful environment for all marina users, pet owners must ensure that dogs do not bark excessively or create undue disturbances to others.

d) Cleanliness and Waste Management

- i. Under no circumstances should any animal defecate or urinate on another person's vessel, Pen area, or shared marina infrastructure.
- ii. Pet owners are fully responsible for cleaning up after their animals and must:
 - A. Ensure all animal waste (including urine and faeces) is cleaned immediately.
 - B. Dispose of waste appropriately and thoroughly clean the affected area with water or disinfectant as necessary.
- iii. Failure to comply with these terms may result in restrictions on future marina access or other penalties as deemed appropriate by management.

18.5 General

The Pen Holder must:

- a) Ensure that clothing, towels or other items are not hung or drying on the Vessel or otherwise in the Marina.
- b) Ensure that any children under the age of 12 years for whom the Pen Holder is responsible, do not enter the Marina, the Jetty or the Pen unless accompanied by an adult.
- c) Only use fire-fighting equipment supplied by the City of Mandurah for any purposes other than for the fighting of fires.
- d) In the use of the Marina, comply with all the Rules from time-to-time applicable thereto and with any special instructions from time-to-time issued by the City of Mandurah for the efficient, safe, and harmonious use of the Marina and any of its facilities, by any persons entitled thereto.

18.6 Utilities

The Pen Holder must only use the power and water facilities allocated to the Pen and must provide such water hoses, power cords and mooring lines required for the Vessel in the Pen to the standards specified:

- a) The current for power cords must not be rated less than 15 amps and have a degree of enclosure protection to IP66.
- b) The Pen Holder must have power leads tested and tagged every 6 months by a licenced electrical contractor, or other suitably qualified competent person as agreed by Mandurah Ocean Marina to the requirements of AS-3004, connection to the 240-volt single phase power supply shall be via a 3-pin plug with an IP rating of IP66 (dust proof and weatherproof).
- c) The power cord must be in one length, and not exceed 25 metres in length, with an inspection tag fitted to the supply lead within 1 metre of the supply lead plug.
- d) The shore power supply lead must not be sitting in the water, and the amount of slack must be more than the vessel mooring lines so that at no time the weight of the vessel is on the power lead and the service bollard.
- e) The power cord must be heavy duty 3 core (including earthing conductor) sheathed cord type complying with AS3191.
- f) All components shall be in good condition i.e. no corrosion on electrical contacts and no damage to the cord sheath.
- g) The Marina provides power with a direct connection to shore supply, which is connected to earth. Unless an isolating transformer is fitted on board the Vessel to isolate the electrical system of the Vessel from the shore system, corrosion (electrolysis) could damage your Vessel or surrounding vessels.
- h) This clause only applies to where the City provides utility services and therefore only includes the Mandurah Ocean Marina. It does not apply to the Mary Street Lagoon or South Harbour Mini Marina Pens.

18.7 Mooring

The Pen Holder must:

- a) Ensure that at all times all dinghies tenders and rafts are securely stowed aboard the Vessel;

- b) Not permit or allow any property, gear or equipment under the control or direction of the Pen Holder to be stored in the Marina, including the Jetty, the Pen walkways and finger piers.
- c) Comply with any direction of the Marina Manager on the location and method of mooring or anchoring boats in the Mooring Area.
- d) Not allow any part of the Vessel to protrude onto a walkway, nor to allow the Vessel to impede the free movement of any other Vessel within the Marina.

18.8 Signs

The Pen Holder must not affix, exhibit, or permit to be affixed or exhibited any advertising poster or sign to any part of the Vessel, Jetty, or Pen.

18.9 Vessel Lifting Devices or Enclosure

A vessel lifting device or enclosure of any type is not to be installed in the Pen or Marina unless all the following requirements have been approved by the Marina Manager:

- a) Prior approval in writing has been obtained from Marina Manager.
- b) A copy of the Owners' Manual, including a dimensional diagram, has been provided to the Marina Manager.
- c) The Vessel lifter or enclosure can be wholly contained within the licensed portion of the Pen. The device is only to be secured to the Jetty through rope lines.
- d) Electronic control gear is to be mounted on Jetty via the alloy slots available. Materials used must be stainless steel or plastic. No fastenings are to be drilled or bolted into Jetty materials.
- e) Power cords must comply with those detailed in clause 18.5.
- f) Immediately following installation, a letter signed by the authorised installer certifying that the lifting device or enclosure has been adequately installed, suits the site conditions and that the owner has been fully trained in its use, is to be provided to the Marina Manager.
- g) The Pen Holder is responsible to ensure the Vessel lifting device or enclosure is maintained in good and proper working order.
- h) Lifting devices or enclosures of any type are not permitted in the South Harbour Mini Marina and some locations within the main Marina.

18.10 Pen Availability Waitlisting

During times of high demand and peak periods, subject to pen availability, the City of Mandurah offers waitlisting under the following conditions to both current and prospective pen holders:

- a) Expressions of interest for a pen are to be made in writing electronically via email to the Marina Administration with contact details and pen allocation preference.
- b) When a pen becomes available, Marina Administration will provide notification via email advising that confirmation of acceptance is required within 5 business days. Marina Administration will follow up with a phone call to notify that a pen is available and the requirement for confirmation of acceptance to be provided in writing.
- c) In the case where both current and prospective pen holders are on the same waitlist, an available pen will be offered to current pen holders first, then offered to the prospective pen holder, if still available afterwards.
- d) When a requested pen becomes available but is subsequently declined by a waitlisted customer (applies to both current and prospective) when the offer is made, the person will automatically be moved to the bottom of the waitlist and will be notified to this effect.

19. TERMINATION OF PEN LICENCE

19.1 Termination by Pen Holder

- a) If the Pen Holder has paid the annual fee or a pro rata portion thereof and wishes to terminate this Licence prior to the end of the Term i.e. 30 June, the Pen Holder may do so by giving one month's notice in writing, specifying the Terminate Date, and including any claimed justifications under clause 19.1 b), to the City of Mandurah and must vacate the Pen prior to the Termination Date specified in the notice.
- b) A refund of fees for any remaining Licence Term, may be approved by the Marina Manager, where Licence termination is not a result of a breach of the Licence or is on justified compassionate grounds.
- c) Any approved refund shall be calculated against the applicable fixed-term licence rate for the period of the Term completed at the Termination Date specified in 19.1 a) See Appendix A for a complete list of fees for fixed terms. A processing fee will apply.
- d) If the Pen Holder has made a casual booking and wishes to terminate this Licence prior to the end of the term,
 - i. the Pen Holder may do so by giving notice in writing to the City of Mandurah specifying the Termination Date, no later than 24 hours prior to the intended termination date.
 - ii. A refund of fees for any remaining licence term may be requested and will be calculated against the applicable fixed-term licence rate for the term completed to the Termination Date.
 - iii. In lieu of a refund, the Pen Holder may request that an equivalent credit be held to be used towards a future booking. Credits will be held for 12 months from the date of issue, after which the credit will expire and will no longer be able to be claimed or refunded.
 - iv. An admin fee is applicable to refund issued.
- e) All gatehouse security keys are automatically voided on the Termination Date.
- f) A Pen Holder may keep a key for future bookings as keys can be reactivated. Refunds are not given on key returns. Keys may however be returned to the Marina Administration Office for recycling.

19.2 Termination by City on 90 days' Notice

- a) The City of Mandurah may in its absolute discretion, terminate this Licence by giving not less than 90 days' notice of termination, specifying the Terminate Date, to the Pen Holder.
- b) Before the Termination Date:
 - i. the Pen Holder must comply with the provisions of the notice and remove the Vessel from the Pen.
 - ii. subject to clause 20 the City of Mandurah will refund any moneys paid by the Pen Holder for occupancy of the Pen beyond the Termination Date.

19.3 Termination by City for Default

- a) If an Event of Default occurs, the City of Mandurah may terminate the Licence at any time by giving notice in writing to the Pen Holder, specifying the Terminate Date.
- b) An Event of Default occurs if any of the following happen:
 - i. The Pen Holder commits a fundamental breach of this Licence.
 - ii. Any moneys payable under this Licence are at any time in arrears and unpaid for 30 days after the City of Mandurah's request for payment.
 - iii. The Pen Holder does not comply with any of their other obligations under this Licence and that non-compliance continues for 30 days after written notice from the Marina Manager to comply.

19.4 Effect of Termination

On termination of the Licence:

- a) The City of Mandurah is entitled to be paid all moneys due as at the Termination Date together with all costs, expenses and damages arising from termination and the loss of the fee (if any) or any other moneys due under this Licence.
- b) The Pen Holder must immediately remove the Vessel from the Pen and must not re-enter the Pen.
- c) All gatehouse security keys are automatically voided.
- d) Any money payable pursuant to clauses 19.1 or 19.2 will be calculated and paid to the Pen Holder within 28 days after the Termination Date.

20. CITY OF MANDURAH CAN TAKE POSSESSION OF AND SELL THE VESSEL

20.1 City can Remove and Store

If the Pen Holder does not remove the Vessel when required pursuant to clause 19 the City of Mandurah may, without prejudice to any of its other rights either under the Licence or at law and without previous notice to the Pen Holder;

- a) Enter the Vessel and take possession of it.
- b) Place and maintain on the Vessel such number of custodians as it considers necessary; and
- c) Remove the Vessel from the Pen and place it in storage; and
- d) The Pen Holder agrees not to make any claim or bring any action against the City of Mandurah as a result of any of those actions.

20.2 City can Sell Vessel

If the Pen Holder fails to claim the Vessel within the period of three months after the Termination Date, the City of Mandurah may sell the Vessel by auction and the proceeds of sale may be applied in payment of all expenses as may be incurred in the disposal or sale of the Vessel, all costs of termination, all costs incurred for removal and storage of the Vessel, all outstanding fees and costs and any other damages or other money Payable to the City of Mandurah pursuant to this Licence. Any balance then remaining from the proceeds of sale will be paid to the Pen Holder. The City of Mandurah reserves the right to dispose of the Vessel by means other than sale, including but not limited to demolition and scrapping.

20.3 Pen Holder Indemnifies City

The Pen Holder agrees to indemnify, and keep indemnified, the City of Mandurah against any loss or liability expense or cost which might be incurred by the City of Mandurah in entering upon the Vessel and taking possession of the Vessel, including any liability to any third party for trespass or for damage to the Vessel occasioned through the entry upon the Vessel, the taking possession of the Vessel and its removal from the Pen, storage and sale or other means of disposal.

21. CITY OF MANDURAH HAS LIEN OVER THE VESSEL

21.1 The City of Mandurah is entitled to a lien over the Vessel and the proceeds of sale of the Vessel to the extent of all outstanding fees and costs at any time, all costs of termination, all costs incurred for removal and storage of the Vessel, all expenses as may be incurred in the disposal or sale of the Vessel and any other damages or other money Payable to the City of Mandurah pursuant to this Licence.

21.2 The City of Mandurah's rights in clauses 19, 20 and 21 are in addition to any other rights, which the City of Mandurah may have against the Pen Holder under this Licence, or at law.

Appendix A - 2025-2026 Fixed Short-Term Charges Expanded

Calculation Sheet for Fixed Short term Pen Fees

Rate per meter = \$654.28

Recreational			100%	100%	90%	80%	70%	60%	54%	47%	40%	27%	15%	6.5%	1.00%
Berth size		Annual	11 Months	10 Months	9 Months	8 Months	7 Months	6 Months	5 Months	4 Months	3 Months	2 Months	1 Month	1 Week	Daily
8m		\$5,234	\$5,234	\$5,234	\$4,711	\$4,187	\$3,664	\$3,141	\$2,826	\$2,460	\$2,094	\$1,413	\$785	\$340	\$52
10m		\$6,543	\$6,543	\$6,543	\$5,889	\$5,234	\$4,580	\$3,926	\$3,533	\$3,075	\$2,617	\$1,767	\$981	\$425	\$65
12m		\$7,851	\$7,851	\$7,851	\$7,066	\$6,281	\$5,496	\$4,711	\$4,240	\$3,690	\$3,141	\$2,120	\$1,178	\$510	\$79
15m		\$9,814	\$9,814	\$9,814	\$8,833	\$7,851	\$6,870	\$5,889	\$5,300	\$4,613	\$3,926	\$2,650	\$1,472	\$638	\$98
18m		\$11,777	\$11,777	\$11,777	\$10,599	\$9,422	\$8,244	\$7,066	\$6,360	\$5,535	\$4,711	\$3,180	\$1,767	\$766	\$118
20m		\$13,086	\$13,086	\$13,086	\$11,777	\$10,468	\$9,160	\$7,851	\$7,066	\$6,150	\$5,234	\$3,533	\$1,963	\$851	\$131

Commercial

Rate per meter = \$654.28

Berth Size		Annual	11 Months	10 Months	9 Months	8 Months	7 Months	6 Months	5 Months	4 Months	3 Months	2 Months	1 Month	1 Week	Daily
15m		\$9,814	\$9,814	\$9,814	\$8,833	\$7,851	\$6,870	\$5,889	\$5,300	\$4,613	\$3,926	\$2,650	\$1,472	\$638	\$98
16m		\$10,468	\$10,468	\$10,468	\$9,422	\$8,375	\$7,328	\$6,281	\$5,653	\$4,920	\$4,187	\$2,826	\$1,570	\$680	\$105
18m		\$11,777	\$11,777	\$11,777	\$10,599	\$9,422	\$8,244	\$7,066	\$6,360	\$5,535	\$4,711	\$3,180	\$1,767	\$766	\$118
20m		\$13,086	\$13,086	\$13,086	\$11,777	\$10,468	\$9,160	\$7,851	\$7,066	\$6,150	\$5,234	\$3,533	\$1,963	\$851	\$131

South Harbour Mini Marina

Rate per meter = \$327.29

Berth Size		Annual	11 Months	10 Months	9 Months	8 Months	7 Months	6 Months	5 Months	4 Months	3 Months	2 Months	1 Month	1 Week	Daily
10m		\$3,273	\$3,273	\$3,273	\$2,946	\$2,618	\$2,291	\$1,964	\$1,767	\$1,538	\$1,309	\$884	\$491	\$213	\$33

Mary Street Lagoon Halls Head

Rate per sq meter = \$48.25

Berth Size			Annual	11 Months	10 Months	9 Months	8 Months	7 Months	6 Months	5 Months	4 Months	3 Months	2 Months	1 Month	1 Week	Daily
9m x 4m	9	4	\$1,737	\$1,737	\$1,737	\$1,563	\$1,390	\$1,216	\$1,042	\$938	\$816	\$695	\$469	\$261	\$122	\$26
10m x 4.5m	10	4.5	\$2,171	\$2,171	\$2,171	\$1,954	\$1,737	\$1,520	\$1,303	\$1,172	\$1,020	\$869	\$586	\$326	\$152	\$33
9m x 6m	9	6	\$2,606	\$2,606	\$2,606	\$2,345	\$2,084	\$1,824	\$1,563	\$1,407	\$1,225	\$1,042	\$703	\$391	\$182	\$39