

The Schedule

Item 1 of the Schedule. Dictionary of Key Terms

Key *Terms* used in this *Agreement* are identified by the use of capital letters and italic style.

"Agreement" means an executed copy of this *Agreement* and includes the Schedule to this *Agreement* which together comprise the *Agreement*;

"Berth" is an area of water allocated for the wet storage of a *Vessel*, attached to the *Premises* and allowing for walk-on access to a *Vessel*;

"BIA" means Boating Industry Association of Australia;

"Boat Lift" means a submergible elevating platform, used for vertical transportation of *Vessels* into and out of the water;

"Commercial Marina" has the meaning used by the New South Wales Government in its Lease issued to the *Company*;

"Company" means Top 8 Pty Ltd trading as Killcare Marina;

"Confidential Information" means all information disclosed by one *Party* to the other *Party* in connection with this *Agreement*;

"Contractor" means a *Person* providing any *Marina Services* and includes any *Marina User* providing a service to the *Marina* or its customer, but excluding *Company* employees;

"Custody" means the responsibility for the control of, transfer and movement of, or access to any *Vessel*;

"Fee" is any consideration (including disbursements) paid or payable by a *Marina User* to the *Company* for the supply of any *Marina Services*;

"Force Majeure" means any circumstance reasonably beyond the control of a *Party* which causes or results in default or delay in performance by that *Party* of any of the obligations arising under this *Agreement* and includes "acts of God", war, hostilities, civil commotion, strikes and other industrial disputes;

"Hot Work" means the use of open fires and flames, power tools or hot rivets, grinding, soldering, burning, cutting or welding or any other repair work involving heat or creating sparks;

"In Tier" is mooring a *Vessel* side by side to another *Vessel*;

"Inappropriate Conduct" includes the *Marina User* engaging in conduct which, in the opinion of the *Manager* is prejudicial to the interests, reputation or property of the *Company*; repudiating or breaching any of its obligations; providing any incorrect, misleading or deceptive information; or disposing of any interest in a *Vessel* affected by this *Agreement*;

"Inclement Weather" means rough, harsh, extreme, severe weather;

"Invitee" means a *Person* who is invited to the *Premises* or is otherwise on the *Premises* and includes a guest of a *Marina User*;

"Long Stay" means a *Marina User*, having the *Vessel* moored on the *Premises* for more than 1 calendar month;

"Manager" means the person appointed by the *Company* to manage the marina or his delegate;

"Marina Regulations" means those rules drafted by the *Company* to satisfy its requirements pursuant to its relevant regulatory obligations and administrative requirements and includes any amendments to the rules from time to time;

"Marina Services" means those services provided by the *Company* in its capacity as a *Commercial Marina*;

"Marina Usage" means the receipt of any *Marina Services*;

"Marina User" means any *Person* (including *Invitees*) using or on the *Premises* and includes any *Person* receiving *Marina Services*;

"MSDS" means Material Safety Data Sheet;

"Owner" means the legal *Owner* of the *Vessel*, agent, *Person* in charge, user and includes any *Person* who can provide satisfactory evidence to the *Manager* of a relevant proprietary right to the *Vessel*;

"Party" means a *Party* to this *Agreement* including that *Party's* executors, administrators and permitted assigns;

"Person" includes a natural *Person*, firm, body corporate, unincorporated association or any other business structure;

"PPE" means *Personal Protective Equipment*;

"Premises" means all of the structures and all of the facilities known as KILLCARE MARINA and includes the *Company's* *Swing Moorings*;

"Relevant Person" means anyone who performs any work at the *Premises* and includes any *Person* performing any work on a *Vessel*;

"Short Stay" means a *Marina User*, having the *Vessel* moored on the *Premises* for less than 1 calendar month;

"Slipway" means any incline constructed leading to the water, used for horizontal transportation of *Vessels* into and out of the water.

"Swing Mooring" is a detached or freestanding structure, which consists of an anchor with a rope running to a float on the surface to which a *Vessel* is moored;

"Term" means that period from the date of execution by the *Marina User* of this *Agreement* until the expiry of this *Agreement* in accordance with Item 2;

"Utility Costs" means telephone, internet, electricity, water, garbage services;

"Vessel" includes any watercraft whatsoever using *Marina Services*, or the *Premises* and includes that watercraft's contents, fixtures and equipment.

Item 2 of the Schedule. Expiry of Agreement

- 2.1 Either *Party* may terminate this *Agreement* by providing 1 month prior written notice to the other *Party*.
- 2.2 The *Company* may terminate this *Agreement* forthwith by providing written notice to any *Marina User* engaging in conduct which, in the opinion of the *Manager* is prejudicial to the interests of the *Company*, or is any other form of *Inappropriate Conduct*.
- 2.3 The *Term* of this *Agreement* finishes on the expiry of the relevant written notice periods referred to in this Item.
- 2.4 All outstanding amounts payable by the *Marina User* in accordance with this *Agreement* are required to be paid by the *Marina User* prior to the expiry of the *Term* of this *Agreement*.
- 2.5 The *Company* may terminate this *Agreement* without cause by written notice to the *Marina User* where: the *Marina User* has a receiver, liquidator, trustee in bankruptcy or official manager or administrator appointed; or, where, in the opinion of the *Manager*, any of the *Premises* becomes unserviceable.
- 2.6 The *Marina User* may terminate this *Agreement* by providing 1 month written notice to the *Company* where the *Premises* becomes unfit for *Marina Usage* for a period in excess of three continuous months.
- 2.7 On the expiry of this *Agreement* the *Vessel* must be removed from the *Premises* by the *Marina User*.
- 2.8 On the expiry of this *Agreement* if the *Vessel* has not been removed by the *Marina User* then the *Company* may:
 - 2.8.1 Cause the *Vessel* to be removed and elsewhere stored/moored at the *Marina User's* expense; and/or
 - 2.8.2 Retain the *Vessel* until the *Manager* is satisfied to release it (mooring *Fees* will be payable in respect of any period of retention under this sub item).

Item 3 of the Schedule. Marina User Obligations

All *Marina Users* agree that they will:

- 3.1 Engage in conduct which does not adversely impact on or otherwise detracts from the good name/reputation of the *Company*.
- 3.2 Engage in conduct consistent with the *Marina Regulations*.
- 3.3 Engage in conduct which does not adversely impact on or otherwise be a cause of complaint from other *Marina Users* or adjacent residents.
- 3.4 Ensure that all activities engaged in on the *Premises* are legal and meet all relevant regulatory requirements.
- 3.5 Notify immediately the *Manager* where any course of conduct results in a breach of any Government law, where any incident occurs which causes damage to the *Premises*, breaches the *Marina Regulations* or causes injury to any *Person*.
- 3.6 Conduct an independent pre-inspection of the *Premises* to ensure that they are either individually or collectively suitable for the *Marina User's* purposes and then rely on their own judgment concerning their acceptance and use of the *Premises*.
- 3.7 Properly record and account for any *Marina Usage*.
- 3.8 Notify the *Manager* in writing before there is any attempt made to change, vary or transfer a legal interest in a *Vessel* which is using the *Marina Services* or the *Premises*.
- 3.9 Not transfer, assign or sub-contract any obligations or rights under this *Agreement*.

- 3.10 Acknowledge that this *Agreement* does not confer any rights as a tenant of or agent to the *Company* and that there is no partnership or joint-venture relationship created by this *Agreement*.
- 3.11 Ensure that the *Marina User* is responsible for the proper mooring, care, security, maintenance, protection (including fire protection), seaworthiness and other good working order of the *Vessel*, including the proper working order and good and substantial repair of the berthing/mooring apparatus.
- 3.12 Not carry out repairs and/or maintenance on the *Vessel* without the prior authority of the *Manager*.
- 3.13 Notify the *Manager* and obtain his approval prior to engaging or otherwise securing the services of *Contractors*. No *Contractor* is to commence any works without initial registration with the *Company* and signing the *Agreement*. Outside *Contractors* engaged by *Short Stay Vessel Owners* are not permitted whatsoever to use the *Premises*. The *Company* imposes additional costs on the *Marina User* for the use of *Contractors* who are not engaged by the *Company*.
- 3.14 Properly supervise any *Contractor* performing any works whatsoever on the *Marina User's Vessel* and not hold the *Company* responsible for any liability however caused arising from such *Contractors' works* and/or conduct.
- 3.15 Except as directed by the *Manager*, not permit any other *Vessel* to occupy the *Vessel* space allocated to the *Marina User*.
- 3.16 Ensure that no valuable items remain on the *Vessel* or at the *Premises*.
- 3.17 Respect and comply with all of the relevant environmental laws and *Marina Regulations* and recognise that all forms of pollution and contamination (including noise pollution) are prohibited on the *Premises*.
- 3.18 Repair and make good forthwith any damage caused to the *Premises* by any act or thing occurring on the *Premises* occasioned by the negligence or misfeasance of the *Marina User* or any servant, agent, licensee or *Invitee* of the *Marina User*.
- 3.19 Maintain the *Premises* in a neat and clean condition so as not to adversely impact on its functionality and appeal to other *Marina Users* or otherwise adversely interfere with the *Premises' security*.
- 3.20 Not make or permit any structural changes whatsoever to the *Premises* without the prior written consent of the *Manager* and, where such consent is provided, incur any expense in implementing any such approved change. Reimburse the *Company* for any cost or expense as may be incurred as a result of any such alteration addition or installation. At all times any such alterations shall be effected under the supervision of and to the absolute satisfaction of the *Manager*.
- 3.21 Not to make or permit any connections or alterations to existing water, gas or electrical utilities, equipment or appliances unless with the written permission of the *Manager* in which case any such change will be at the expense of the *Marina User*.
- 3.22 Keep the locks which form part of the *Marina Services* provided to *Marina Users* secure and not use any means of securing doors and hatches other than locks which are on the *Marina's* master key system. *Marina Users* will change at the *Marina User's* cost such locks as often as the *Marina's* master key system is changed.
- 3.23 On the expiry of this *Agreement*, leave or restore the *Premises* to its condition at the commencement of this *Agreement* or reimburse the *Company* for its expenditure in so doing.

Item 4 of the Schedule. Marina User's Indemnities

The *Marina User* will receive the *Marina Services* and use the *Premises* at its own risk and will indemnify the *Company* against:

- 4.1 Any breach by the *Marina User* of Environmental Laws, OH&S Laws or other applicable laws and the *Marina User* accepts full responsibility for any such breach even if the offence occurs through the conduct of the *Marina User's* agents, customers, *Contractors*, employees or *Invitees*.
- 4.2 Any breach by the *Marina User* of the *Marina Regulations* and the *Marina User* accepts full responsibility for any such breach

- even if the offence occurs through the conduct of the *Marina User's* agents, customers, *Contractors*, employees or *Invitees*.
- 4.3 Any damage effected by the *Marina User* or the *Marina User's Vessel* to the *Premises* or to other *Vessels* in the *Company's Custody* and will accept full responsibility for any such damage even if it occurs through the conduct of the *Marina User's* agents, customers, *Contractors*, employees or *Invitees*.
- 4.4 Any damage to the *Marina User's Vessel* whether through the provision of *Marina Services* or otherwise and the *Marina User* agrees and acknowledges that the *Company* shall not be liable for the care and protection of the *Vessel*.
- 4.5 Any conduct whatsoever engaged in by any *Person* who may have the *Vessel* in *Custody*.
- 4.6 Any theft of the *Vessel* or tender including any loss or damage of any valuable item left on or in the *Vessel* or on the *Premises*.
- 4.7 Any claims or demands arising from the dismissal from the *Premises* of any *Marina User*, its employee, agent, customer, *Contractor* or *Invitee*.
- 4.8 Any claim by the *Marina User* for compensation arising from the supply by the *Company* of *Marina Services* which claim exceeds the cost of the resupply of the relevant goods and/or service.
- 4.9 Any claims (judicial or otherwise) by the *Marina User* (including its insurer or other representative) for losses, injury, damages, or other claims whatsoever (including costs and expenses).
- 4.10 Any penalty imposed on the *Company* by any government regulator which can be attributed in any way to the conduct of the *Marina User* whether by negligence or otherwise.
- 4.11 Any damage or injury caused to any *Person* or *Vessel* by *Inclement Weather* or other act of God.
- 4.12 Any act or conduct (including omission) by the *Company*, the *Manager*, employees or *Contractors* engaged by the *Company* arising from the provision of *Marina Services*.
- 4.13 Legal and other costs, charges and expenses which become payable as a consequence of or in connection with the default by any *Marina User* of its obligations under this *Agreement*.
- 4.14 Any claim arising from the expiry of this *Agreement*, including the subsequent removal and storage or mooring of the *Vessel*.
- 4.15 These indemnities continue after the expiry of this *Agreement* and the indemnities may be claimed before the *Company* incurs any expense arising from any one of them.

Item 5 of the Schedule. Marina's Rights and Obligations

The *Company* (including the *Manager* and its *Contractors* or employees) will:

- 5.1 Permit the *Marina User* to use and occupy the *Premises* without unreasonable interference.
- 5.2 Pay relevant Council, utilities and other statutory bodies the water, sewerage and drainage rates, rent and other outgoings to acquit in a timely way the ongoing obligations under the Government *Marina* licence.
- 5.3 Not be responsible for any representation made about the suitability of the *Premises* concerning fitness for purpose.
- 5.4 Rely on the obligations imposed on the *Marina User* pursuant to Item 3.6 of the Schedule.
- 5.5 Retain the right to engage in any course of conduct considered necessary to ensure that the *Company's* administration is conducted in a fashion which complies with appropriate regulatory (including safety) requirements.
- 5.6 Retain the right at anytime whatsoever and at the *Marina User's* risk to board, move, drive, tow or remove any *Vessel* in order to comply with any regulatory or administrative requirement.
- 5.7 Have the right to carry out any work on the *Premises*.
- 5.8 Retain the right to make, amend or cancel the *Marina Regulations* or any of them as in its judgment may from time to time be prudent for the proper management, safety, care and cleanliness of the *Marina* for the preservation of good order and for the comfort of its *Marina Users*, and all such amendments and cancellations shall bind all *Marina Users*.

- 5.9 Allocate the *Marina Services* for a *Marina User's* use at its entire discretion.
- 5.10 Use its best efforts to allocate the specific mooring requested by the *Marina User* except where any such allocation is or becomes inconsistent with appropriate regulatory (including safety) requirements or orderly administration.
- 5.11 Retain the right for operational and other considerations to change any allocated mooring at any time and the *Marina User* must then ensure that the *Vessel* is immediately so moved to that re-allocated mooring.
- 5.12 Retain the right to ask the *Marina User* to temporarily relocate the *Vessel* to another allocated place at the *Premises*.
- 5.13 Deliver the *Vessel* to any *Person* offering such evidence of ownership or entitlement to receive the *Vessel*, as the *Manager* may in his absolute and unfettered judgment deem satisfactory.

Item 6 of the Schedule. Disputes

- 6.1 Any complaint or dispute arising from this *Agreement* must be in writing and given to the *Manager* for his initial consideration and decision which will be made within 7 days of the receipt of the written complaint.
- 6.2 Where a complaint or dispute is not resolved within 28 days of the provision of a notice anticipated by Item 6.1 of this Schedule then unless a solution is provided in other clauses to this *Agreement*, the matter may be resolved by either *Party* according to the non-exclusive jurisdiction of the courts of New South Wales and the laws of that State.
- 6.3 *Marina Users* agree that any dispute or disagreement between *Marina Users* on the *Premises* shall be referred to the *Manager* for determination and the *Manager's* decision shall, in all respects, be final and binding on that *Marina User*.

Item 7 of the Schedule. Insurances and Compliance

- 7.1 *Marina Users* must have all current insurances, licences, registrations, and permits necessary to comply with Government laws and the *Marina Regulations* (as amended from time to time).
- 7.2 *Marina Users* must not engage in any conduct or permit any conduct which directly or indirectly adversely impacts on the *Company's* insurances and will be responsible for any associated cost (including expenses) to the *Company* for any such conduct.
- 7.3 A *Marina User* may be asked to contribute to any increased insurance premium incurred by the *Company* which is consequential on the risk associated with the use of the *Marina Services* and the *Premises* by that *Marina User*.
- 7.4 All *Vessels* must be insured against public liability in respect of the *Vessel* and its fittings and contents.
- 7.5 *Marina Users* will comply with and observe during the *Term* of this *Agreement*, at their own expense and cost, any alterations, additions, and thing offered or required by any current or future Commonwealth, State or Local Government law or regulation.
- 7.6 *Marina Users* will comply with during the *Term* of this *Agreement* at their own expense and cost, any alterations, additions, and thing offered or required by the *Company* under the current or future *Marina Regulations*. The *Company* shall not be liable for any conduct by any *Marina User* which is in breach of any *Marina Regulation*, nor for any non enforcement of any *Marina Regulation*.

Item 8 of the Schedule. Fees

- 8.1 *Marina Users* will duly and punctually pay the *Fees* payable pursuant to this *Agreement* at the specified times.
- 8.2 The *Company* intends to review its *Fees* annually, however, the *Company* may review its *Fees* at any time and will advise the *Marina User* in advance of any change becoming effective.
- 8.3 The *Company* retains a lien over and the right to possession of any *Vessel* until the payment in full of *Fees*, and the *Marina User* authorises and agrees to such rights and the means to secure those rights.
- 8.4 Interest on overdue *Fees* at the Supreme Court interest rates is payable on *Fees* which remain unpaid 7 days after the due date

of an invoice provided to a *Marina User*, but this interest imposition does not restrict the *Company* from any other right which may be available to recover outstanding *Fees*.

- 8.5 *Marina Users*, where requested by the *Manager*, will reimburse and pay to the *Company* the *Marina User's* proportion of the *Company's Utility Costs*.
- 8.6 Where *Fees* remain unpaid after 90 days of the completion of *Marina Services* and there has been no satisfactory financial arrangement made with the *Manager* by the *Vessel Owner* then, the *Company* may dispose of that *Vessel* in order to satisfy the amount of debt owing to the *Company* and return any balance to the *Vessel Owner*.
- 8.7 *Fees* are GST inclusive at the prevailing rates (as amended from time to time).

Item 9 of the Schedule. Vessel Owner's Mooring Fees

Vessel Owners will pay Mooring *Fees* to the *Company* as follows:

- 9.1 *Short Stay Mooring Fees* are payable as specified on an invoice provided to the *Marina User*.
- 9.2 *Long Stay Mooring Fees* are payable by calendar payments in advance on a monthly, quarterly or annual basis as follows:
 - 9.2.1 The first payment will be on or before the commencement date with subsequent payments made before the first day of each agreed period;
 - 9.2.2 *Marina Users* agree that during the *Term* of this *Agreement*, the Mooring *Fees* will be adjusted annually in accordance with the following formula:
Adjusted *Fees* = Current *Fees* x (100% + OCI %),
where,
OCI - Percentage change of the occupancy costs payable by the *Company* (as defined in the *Marina Regulations* and is amended from time to time).
 - 9.2.3 All Mooring *Fees* payable to the *Company* are to be paid by a standing credit card authority and the *Vessel Owner* agrees to sign a credit card authorization form.

Item 10 of the Schedule. Contractors

- 10.1 For a variety of legal, compliance and administrative reasons the *Company* only permits duly registered businesses with adequate insurance cover to provide services on the *Premises*.
- 10.2 Any *Contractor* entering upon the *Premises* must first notify the *Manager* and provide to him adequate evidence of the scope and currency of relevant insurances and other certification necessary to ensure that the *Company* complies with its licensing requirements and other administrative and regulatory obligations.
- 10.3 No *Contractor* is to commence any works without initial registration with the *Company* and signing the *Agreement*. If the *Manager* is not available or is not present, the *Contractor* may not commence work. The *Company's* registration requirements for *Contractors* vary from time to time depending on government amendments affecting compliance obligations. The *Company* reserves the right, at the *Manager's* absolute discretion, to reject or withdraw the privilege of entry to the *Premises* or provision of *Marina Services* by or from any *Person*.
- 10.4 *Contractors* must conduct their work in accordance with all relevant legislation and the *Marina Regulations*. All *Contractors* are required to submit to the *Manager* MSDS of any chemical they may work with before the substance is brought on to the *Premises*.
- 10.5 For the sake of clarity, *Contractors* are *Marina Users* for the purposes of this *Agreement* and hence the other provisions of this *Agreement* apply mutatis mutandis to *Contractors*.

Item 11 of the Schedule. Advertising and Marketing

- 11.1 No *Person* may offer, advertise or market their services while on the *Premises* except with the written permission of and in accordance with the guidelines prepared from time to time by the *Manager*.

- 11.2 Where *Marina Users* are permitted to advertise or market they agree that they will:
- 11.2.1 Display the address of the *Marina User's* business carried on at the *Premises* as being "Killcare Marina, 39 Araluen Drive KILLCARE NSW 2257", and ensure that this address is shown in all correspondence, advertising and promotional material used by the *Marina User* unless otherwise agreed in writing by the *Manager*.
- 11.2.2 The *Company* shall have the right to approve any business or trading name used by the *Marina User* in connection with any business conducted on the *Premises* and the *Marina User* further covenants that it will not carry on any business on the *Premises* without first having obtained the *Company's* prior written consent to the business or trading name.
- 11.2.3 Maintain in a good and presentable state and condition any signs featuring its name and business. Without the prior written permission of the *Company* not to place, replace, alter or repair any advertising sign in or upon the *Premises*, nor to mark, paint, drill, write upon or in any way deface any interior or exterior wall, ceiling, floor or other part of the *Premises* or any part thereof.
- 11.2.4 *Marina Users* affected by this sub item shall publish on the front page of *Marina User's* web-site a web-link to Killcare Marina's web-site and a content item which will be entirely within the discretion of the *Company*.
- 11.2.5 The *Company* shall publish on the front page of Killcare Marina's web-site a web-link to *Marina User's* web-site and a content item which will be entirely within the discretion of the *Marina User*.

Item 12 of the Schedule. Manager May Request Marina User to Leave

- 12.1 In order for the *Company* to comply with its regulatory and licence obligations, and to ensure the amenity of other *Marina Users* and adjacent neighbours, the *Manager* may request a *Marina User* to leave the *Premises* and that *Person* is obliged to leave forthwith.
- 12.2 The *Marina User* agrees to dismiss and cause to immediately leave the *Premises* any employee, agent, customer, *Contractor* or *Invitee* who, in the opinion of the *Manager*, engages in any *Inappropriate Conduct*.
- 12.3 Where a request foreshadowed in Item 12.1 is made by the *Manager* to a *Marina User* who is the *Owner* of a *Vessel* moored on the *Premises*, then the *Manager* may further request that the *Vessel* also be removed and it shall be removed forthwith either by the *Owner* or the *Manager*.

Item 13 of the Schedule. Confidential Information

- 13.1 Each *Party* undertakes to keep secret and protect the *Confidential Information* of the other *Party*.
- 13.2 Each *Party* undertakes to implement appropriate policies, practices and procedures to ensure that any *Persons* on the *Premises* are made aware of and conform to the obligations arising under this Item. Without limiting this obligation, a *Party* must not permit unauthorised *Persons* to have access to places where the other *Party's* *Confidential Information* is displayed, reproduced or stored.
- 13.3 Each *Party* must take reasonable steps to enforce the confidentiality obligations imposed by this Item including diligently prosecuting, at its own cost, any breach or threatened breach of those obligations by a *Person* to whom the *Party* has disclosed the *Confidential Information*.
- 13.4 A *Party* may disclose *Confidential Information* to its employees and *Contractors* on a "needs to know" basis but solely to assist in the performance of obligations arising under this *Agreement* on the condition that such *Persons* do not disclose the *Confidential Information* to other *Persons*.
- 13.5 The obligations on each *Party* under this Item survive the expiry of this *Agreement*.

Item 14 of the Schedule. Notices Between Parties

- 14.1 Any notice being any communication whatsoever is considered to be duly served if it is delivered personally to the other *Party* or that *Party's* representative or if it is delivered to the postal address of the *Party* provided in this *Agreement*.
- 14.2 Because the *Company* relies on the address provided for the purposes of communication, it is an important element of this *Agreement* that the *Marina User* not only provides an accurate address for the service of notices and communication generally but also provides particular attention to updating the *Company* of any change whatsoever to its principal contact address.
- 14.3 Where the *Company* relies on the address provided for the purposes of communication with a *Marina User* then service for the purposes of this Item will be valid even though the addressee may have been wound up or in liquidation or the addressee is absent from the place at or to which the communication is left, delivered or sent or, where the communication is sent by post, it is returned unclaimed.
- 14.4 Unless the Parties otherwise agree in writing, any communication arising from this *Agreement* may not be sent by e-mail.
- 14.5 A notice in connection with this *Agreement* will be deemed to have been received by the *Party*:
- 14.5.1 If left or delivered personally, on the same day.
- 14.5.2 If sent by post to an address in Australia, on the second business day after the date of posting.
- 14.5.3 If sent by post to an address outside Australia, on the fourth business day after the date of posting.
- 14.6 A notice takes effect from the time it is received unless a later time is specified in that notice.

Item 15 of the Schedule. Force Majeure

- 15.1 If a *Party* becomes aware of any matter likely to constitute a *Force Majeure* event affecting its obligations under this *Agreement*, it must within 5 business days of the occurrence of the *Force Majeure* event give to the other *Party* a notice containing full particulars, including the likely effect of the event on the relevant obligations ("the Suspension Notice").
- 15.2 Where a *Party* has provided a Suspension Notice, the non-financial obligations of that *Party* under this *Agreement* shall be suspended, to the extent they are effected by the *Force Majeure* event, until the cessation of the *Force Majeure* event provided however that the maximum periods of suspension of obligations under this Clause shall be 6 months per event from the date of occurrence of the relevant *Force Majeure* event.

Item 16 of the Schedule. Counterparts

- 16.1 This *Agreement* may be executed in any number of counterparts.
- 16.2 All counterparts, taken together, constitute one instrument.
- 16.3 A *Party* may execute this *Agreement* by signing any counterpart.
- 16.4 This *Agreement* is binding on the *Parties* on exchange of counterparts.
- 16.5 A copy of a counterpart sent by facsimile or by any electronic transmission must be treated as an original counterpart, is sufficient evidence of the execution of the original and may be produced in evidence for all purposes in place of the original.

Item 17 of the Schedule. The Marina Regulations

The *Marina Regulations* comprise the rules drafted by the *Company* to satisfy the relevant regulatory and administrative obligations and requirements.