

AusMarine Luxury Boating
MEMBERSHIP TERMS AND CONDITIONS AND CODE OF CONDUCT
(THE RULES)

1. FINANCIAL ARRANGEMENTS

(a.) Where membership is with 'AusMarine Luxury Boating' (here after to known as ALB) and "Club" refers to the association of those members of the AusMarine Luxury Boating (Members)

(b.) Every Member of the Club will be entitled to the use of ALB Boats in accordance with the conditions as laid down in these Rules.

(c.) Any non-Member or person not authorised by ALB is not permitted to drive the Club's Boats at any time.

(d.) An allocated day is any day during the term of a Membership year, which has been booked for use by the Member and confirmed by ALB.

(e.) The Rules means these Membership Terms and Conditions and Code of Conduct as amended from time to time.

(f.) The membership fee is expressly for the purpose of orientation and training.

Membership Arrangements.

(f.) ALB's licensed operators own or has entered into financing arrangements in respect of the Club's Boats

(j.) For the purposes of the Rules, such boats used by Members are referred to as Club Boats.

(k.) Membership of the Club requires observance of and compliance with the Rules by the Members of the Club and is an acknowledgement of the legal arrangements in place in respect of ownership of the Club's Boats;

(l.) The association comprised of the ALB's licensed operators ownership of the Club's Boats, the rights represented via AusMarine Luxury Boating Pty Ltd and the Rules are referred to as the Club Arrangements.

(m.) ALB will provide to the Club and its members certain administrative and management services designed to ensure the usage of the Club's Boats by Members is in accordance with the Rules and other Club Arrangements.

(n.) It is acknowledged that ALB will collect the monies owed by Members in respect of their usage rights (as set out in these Rules), and will be entitled to retain those monies in consideration of agreeing to manage the Club and provide services to Members.

2. TERMS OF MEMBERSHIP

a) The initial term of the membership shall be for a minimum of 12 months or longer as agreed under the terms of each individual agreement at the time of initially joining the club.

b) Subsequent additional minimum terms of 12 months or greater can be negotiated at the conclusion of the initial term by mutual consent and agreement in writing at \$99 per year providing the membership is continuous.

c) All terms whether they be initial or subsequent terms are deemed to be continuous at the expiration of those terms unless the member provides 3 months notice in writing indicating their decision to cease their membership at the conclusion of that 3 month period.

3. MEMBERSHIP FEES

(a.) The negotiated membership fee is for the agreed term and is a contractual arrangement entered into by Member with ALB. The member is obligated to pay all monies applicable to the membership at the agreed intervals as outline on the membership application form.

(b.) A membership year is 12 months from completing the membership application form.

(c.) The Club operates a credit as you go system. The Membership fee when paid will give each Member the ability to purchase credits.

(d.) Credits are then used to book cruises on the Club's Boats and as such Credits refer to rights of Members to book cruises during a membership year.

(e.) Bookings for the Club's Boats will be accepted on a 'first in, first served' basis in accordance with the Rules.

(g.) Normal cruise days commence at 0930 hours and finish at 07.30.

(h.) Members may request an allocated day up to the end of their Membership for each Membership year.

(i.) In the event that the Member does not arrive to take out the Club's Boat on an allocated day, the Credits for that day will be forfeited.

(j.) Should the Member cancel a cruise less than forty eight (48) hours prior to the cruise time, for any reason, the Credits for that day may be forfeited at the sole discretion of ALB.

(k.) All Members must be over the age of eighteen (18) years at the time of joining.

(l.) Members are entitled to book consecutive days.

(m.) A five hundred dollar (\$500) fuel security and training deposit is required on each membership. The fuel security and training deposit is held for the life of the membership for the purpose of securing against fuel consumed by the member and three hundred dollars (\$300) in addition to the membership fee for the purpose of training and returned to the member once all outstanding credits and fuel charges have been satisfied. Maximum returned is equal to two hundred dollars (\$200)

(n.) When a membership is initiated by part payment of the full membership price, a promotion, prize or giveaway two hundred dollars (\$200) will be deducted from the fuel security and training deposit on termination.

4. LOCATION TRANSFERS

(a.) Members are permitted to book from any of the ALB locations.

5. GENERAL

(a.) ALB will not be held responsible for the safe keeping of personal effects that are left on a boat.

(b.) Under no circumstances are pets permitted on board a club Boat at any time.

6. POST CRUISE CLEANLINESS

(a.) Each Member is responsible for returning the Club's Boats in a reasonably clean condition.

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(b.) Members returning club Boats in an unreasonable condition, as solely determined by ALB, will be charged a minimum fee of \$100.00, for excess detailing.

(c.) It is the sole responsibility of the Member to ensure that no foreign objects are disposed of in the toilet facility. The Member will be charged \$200 for additional costs incurred as a result of a blocked toilet or excess cleaning resulting thereof.

7. CRUISING

(a.) Each Member is required to notify the ALB of the time they intend to commence their cruise and the time they intend to return from their cruise prior to departure via info@ausmarine.com.au

(b.) The Member is to notify the ALB of the general area that they intend to cruise

(c.) Each Member is required to return the boat to the location operated by ALB by the normal finish times. If the member returns outside of the normal ALB operating hours, the Member is responsible to ensure that the boat is securely moored in the area that has been nominated by the club, all electrical systems are turned off, all protective covers are affixed in the normal manner, the boat is securely locked and the keys are placed in a nominated place.

(d.) If the boat is returned outside of operating hours the Member is deemed to be fully responsible for the boat until office hours commence on the next business day. That is the boat remains in the custody and care of the member until office hours in the next ALB business day.

(e.) The operational area of Club Boats is within ten (10) nautical miles of the Australian Coastline for members that have satisfactorily completed the ALB familiarisation course.

(f.) If the boat is returned outside of the agreed booking period an additional full days booking will be charged against the members membership at the weekend rate for the vessel booked at the time of the late return.

8. FOUL WEATHER

(a.) ALB, in its sole discretion, will decide the classification of a foul weather day on the allocated day.

(b.) If the Member is unable to use an allocated day due to foul weather, the Member will be permitted to defer the credits to another date without a loss of credits. It will be the Member's sole responsibility to notify ALB and re-book dates cancelled due to foul weather.

(c.) Should the Member return the Club's Boats earlier than anticipated due to foul weather it will be at the sole discretion of the club whether a full or partial Credits charge will apply for that cruise.

9. INSURANCE

General Conditions

(a) General Conditions

i) ALB boats will be comprehensively insured along with third party public liability cover for five (5) million Dollars.

ii) All Members and other authorised drivers / skippers are required to produce a current boat driving license for motor vessels and current relevant skills certification for motor vessels and undergo ALB familiarisation and handling course.

iii) All Members and authorised drivers appoint ALB to claim and recover any amounts payable under the Club insurance policies.

iv) Accidents and damage when ALB boat is in the care of a Member or a Member's authorised driver the Member is always liable for:

i) The insurance policy excess (up to a maximum of \$2,500 for general claims and \$10,000 for Groundings claims) if an insurance claim is lodged for damage or loss of ALB boat or in the event of any third party claim.

ii) The cost of repairing any damage deliberately or recklessly caused by the Member, any other driver of ALB boats, or passengers on board ALB's boat whilst the boat is in the care of a Member on an allocated day.

iii) The cost of repairing any damage to ALB boats and to third party property arising as a result of a breach of any of ALB Rules and Regulations and Code of Conduct or any applicable law.

iv) Payment of the cost of repairs or replacement within seven (7) days of receipt of invoice.

(c) For the purpose of Section 9.(b), the cost of damage or repair is to be determined by the Club's insurer or independent assessors in their sole discretion and includes:

i) The cost of repairs to the boat or the insured value of the boat at the time of loss, whichever is the lesser.

ii) Appraisal fees.

iii) Towing, storage and recovery costs and wreck removal.

iv) A nominal administration fee determined by ALB, and

v) A per day cost for downtime of boat.

(d) Claims and proceedings

Where the use of ALB boats by a Member or a Member's authorised driver / skipper or both as the case may be results in any claim, accident, damage or loss, the Member must ensure that the Member or the Member's authorised driver or both (as the case may be):

i) Promptly reports such incidents in writing to ALB and the relevant authorities within 24 hours of the incident.

(ii) Does not, without the Club's written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability.

(iii) Permits ALB or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party.

(iv) Completes and furnishes to ALB within seven (7) days any statements, information or assistance which ALB may request and, if requested, appears at Court to give evidence.

10. LIABILITY OF ALB

ABL gives no warranty express or implied as to any matter connected with the club, the club Boats or the club Arrangements, other than a non-

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excludable warranty it is required to give pursuant to the Trade Practices Act 1974 or any other statute in Australia.

11. MEMBERSHIP CANCELLATION

(a.) Cancellation of membership will result from willful damage, abuse or use of the club Boats for illegal purposes. This will be of the sole discretion of ALB

(b.) Membership cancellation may result when monies owed to ALB are overdue in excess of sixty (60) days.

(c.) In the event of cancellation of membership by ALB, then ALB reserves the right to seek from the Member full payment of all monies due, including the balance of unpaid membership fees. The member will not be entitled to any refund, in part or full, of membership fees paid to the date of cancellation of membership.

12. OPERATING PROCEDURES AMENDMENTS

The club Operating Procedures may be amended, altered or changed by ALB at any time, at the sole discretion of the ALB.

13. OPERATIONAL REQUIREMENTS

(a.) Boat handling and familiarisation with Boat Use. A Member must lodge a copy of their Boat Driver's Licence with ALB and must demonstrate the ability to operate and manoeuvre the Club's Boats safely. If, in the opinion of the club, or ALB, the Member is not proficient in the handling and operation of the Club's Boats, the club or ALB, at its sole discretion, may require the Member to undergo additional instruction on the Club's Boats. The club may refuse the Member access to the Club's Boats until ABL is of the opinion that the Member is competent in the safe handling and operation of the Club's Boats.

(b.) Instruction

(i.) Every Member will be required to undergo a minimum practical familiarisation and handling course during daylight hours on the Club's Boats.

(ii.) The daylight hours handling course will held on a mid week day.

(iii.) This course is a mandatory requirement of the club and must be undertaken before the Member is permitted to be in sole command of the Club's Boats. This training is included in the membership. If the Member wishes to use the Club's Boats between dusk and dawn, the Member must complete the club night familiarisation Course. This training is not included in the membership and has a cost of two hundred and fifty dollars \$250.

(v.) If the Member wishes to use the Club's Boats outside enclosed waters the Member must complete the club Coastal Waters familiarisation Course. This training is not included in the membership and has a cost of three hundred dollars \$300.

(vi.) Every Member will be required to undergo an annual review and update of their operational capabilities of club Boats.

(vii.) Fuel for all training is at the Member's expense.

14. PAYMENT OF ACCOUNTS

The Member must pay ALB on demand:

(a) All charges specified on ALB Deed and Application;

(b) Monies payable by ALB or the Member arising out of the use of ALB boats by the Member or a Member's authorised driver or imposed on ALB or on the Member or the Member's authorised driver / skipper by any governmental or other competent authority (such as speeding or other infringements); and

(c) All monies for which the Member is liable to ALB in respect of a breach of this Agreement or for damage, loss or otherwise to the boat.

(d) Members are required to pay their fuel account within three (3) days of returning an ALB boat after a cruise.

(e) By accepting the terms and conditions by completing and authorizing payment for the online ALB membership application form Members authorise ALB to debit their credit card all charges for fuel used and damage caused to a ALB boat whilst the boat is in the care of the Member or the Member's nominated driver.

(f) ALB reserves the right to institute legal action for recovery of any and all monies payable by a Member to ALB.

(g) ALB without limitation reserves the right to charge a fifty (\$50) dollar administration charge to Members each and every time collection of fuel payment is denied by the member's credit card.

15. PUBLIC HOLIDAYS

ALB will not open on Christmas Day, New Year's Day and Good Friday. Members wishing to use boats on these days may do so by booking one prior and one post the specific day.

16. REPORTING FAULTS

(a.) In the event that an item is damaged or fails to operate whilst the Club's Boats are with the Member, then the Member is required to notify the club of the situation as soon as is reasonably possible.

(b.) Club Boats may be equipped with engine monitoring devices and black box reporting and tracking systems for the purposes of protecting the Member as well as, independently recording date, time and location of any incidents.

17. RESTRICTION OF ACCESS

Default in the payment of any monies owed to ALB in excess of one (1) month will result in loss of access to the club Boats until the arrears are paid.

18. USE BETWEEN DUSK AND DAWN

(a.) A member may apply for evening only use of the Club's Boats if the Member has successfully completed the night familiarisation course and ALB has endorsed the member for Night Operations.

19. VESSEL OUT OF SERVICE

In the event that the Club's Boat is taken out of service on a Member's allocated day and the Member is unable to take the cruise, the club shall:

(a.) Make a Credits adjustment without loss to the Member; or

(b.) Offer the Member a boat class transfer at no additional access Credits charge, subject to availability and at ALB's sole discretion.