



SOUTHPORT YACHT CLUB INC.

MacARTHUR PARADE, MAIN BEACH,
GOLD COAST, QUEENSLAND. 4217

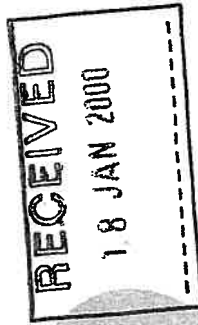
P1085

CHEQUE No.

013742

13742

710/133



3 MONTHS PAYMENT FOR SWING MOORINGS



Queensland
Government
Queensland Transport

Tax Invoice

ABN : 13200330520

Page 1 of 1

QUEENSLAND TRANSPORT
PO Box 107
Southport 4217

SOUTHPORT YACHT CLUB INC.
SECRETARY/MANAGER
MACARTHUR PARADE
MAIN BEACH QLD 4217
Customer ABN :

COPY

Invoice No. 5660113197

Invoice Date 31.01.2001

Reference

Customer No. 2638

Company Code QTWG

Telephone Enquiries 07 55838300

Payment Due Date 02.03.2001

Payment Terms Pay 30 Days from Invoice Date

SOUTHPORT BOAT HARBOUR

Item	Description	Value \$
002	SOUTHPORT BOAT HARBOUR FEES AS PER ATTACHMENT "A"	17,853.05
003	Total GST Payable	1,785.31

Total Amount Payable(incl GST) \$ 19,638.36

* These items do not attract GST

Please detach here before sending

Invoice Remittance Advice

Amount Payable \$ 19,638.36

Please detach and forward with your payment to:

QUEENSLAND TRANSPORT
PO Box 107
Southport 4217

Office Use Only

Invoice No. 5660113197

Company QTWG

Customer No. 2638

Customer Name SOUTHPORT YACHT CLUB INC.

Due Date 02.03.2001

Date Received ____/____/____

Receipt No. Issued _____



Receipt



Page 1 of 1

Receipt No. **5620048314**

Date **18.01.2000**

Issued at **MOPS MAIN BEACH**

Operator ID **LJDEEN**

System **FIMS**


Payment Method **Receipt Cheque**

Amount **\$9,586.75**

Cheques are accepted subject to clearance

Apportionment Account	Description	Amount \$	Invoice Credited
10122	Cash on Hand Spt Mar	9,586.75 Dr	
3 Mths payment for swing moorings - SYC			
44504	Mooring Right Fees	9,586.75 Cr	
3 Mths payment for swing moorings - SYC			

*Noted
to period 1/1/2000
to 2/3/2000*



ROSS

FYI

Lees2.

ATTACHMENT "A"

SOUTHPORT BOAT HARBOUR - MOORING FEES
PERIOD 01/07/00 TO 31/12/00

PERIOD 01/07/00 TO 30/09/00

*MANAGEMENT RIGHTS	\$2556.68	
**SWING MOORINGS \$103.75x70	\$7262.50	
	\$9819.18	\$ 9819.18

PERIOD 01/10/00 TO 31/12/00

*MANAGEMENT RIGHTS	\$2556.68	
**SWING MOORINGS \$103.75x70	\$7262.50	
	\$9819.18	\$ 9819.18

TOTAL AMOUNT DUE (INCLUDING GST)	\$19638.36
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Notes:

*Management Right fees calculated @ \$2324.25/quarter PLUS GST (@10%) of \$232.43 = total \$2556.68/quarter including GST.

**Swing Mooring fee calculated at Legislative fee of \$415.00/annum per mooring INCLUSIVE OF GST (or \$103.75/quarter per mooring INCLUSIVE OF GST)

Memorandum

Enquiries:
Telephone:
Facsimile:
Our Ref: 710/00133

Your Ref:
Date: 31/01/01

To:
Subject:
From:

Doc No. 566013197

INVOICE WORKSHEET

Charges - Southport Boat Harbour - SYC
Period 01/07/00 to 31/12/00

3 months 01/07/00 to 30/09/00

* Management Rights	\$2556.68
** Swing Moorings \$103.75 x 70	\$ 7262.50
	\$ 9819.18 \$9819.18

3 months 01/10/00 to 31/12/00

* Management Rights	\$2556.68
* Swing Moorings \$103.75 x 70	\$ 7262.50
	\$ 9819.18 \$9819.18

Total Due incl. GST \$19638.36

* Management Right fees calculated at \$2324.25
+ GST of \$232.43 totalling \$2556.68 incl
GST

** Swing mooring fee calculated at Legislative
fee of \$415/annum/mooring inclusive of GST
or \$103.75/quarter/mooring inclusive of GST

31/01/01

OK
31/01/2001

FILE NOTE

A meeting was held with D. Woodbury and R Witt on 8 August 2001 to discuss the evaluation process for the swing mooring tender as a result of my memo of 6 August.

It was decided that the evaluation committee should consist of R Witt as chairman, Allan Uhlmann, Principal Engineer, TIU (if he is agreeable) and myself.

It was decided that, of the evaluation topics detailed in my memo, "Methodology and Suitability" be deleted.

It was also agreed that the weightings be changed to the following:

- Price - 25%
- Ability & Experience - 25%
- Equipment & Facility - 25%
- Personnel - 10%
- Financial Capacity - 15%
- 100%

Factors also need to be considered within each topic which will allow them to be scored. A memo will be produced to each assessment team member listing these factors.

R Winks

Delivered to Dept of Transport
Att: [REDACTED] 2nd Jun 00

2

Introduction

- 1 The problem and questions
- 2 History of my involvement
- 3 Summation and possible solutions

I am a boat owner who lives in the Southport area. I have owned boats, lived, worked on or around the water front for most of my life. I ran a successful mooring and salvage business for many of those years. My knowledge of the cost of installation and cost of maintaining the types of apparatus under discussion, I can assure you is quite sound. Since 1985 I have sailed my current vessel up and down the eastern seaboard many times, my knowledge of the facilities in this area and their cost to the public is also quite sound. Having dealt with the N.S.W. Government Dept's in control of the water front on many occasions, I am well aware of the problems that can arise. My involvement in helping the defeat of the M.S.B. efforts to lease off areas of the public's assets, namely the waterways. I take pride in.

I was given to understand that because of my background, knowledge and the fact that I was not aligned or connected to any organization, it would be appreciated if I acted as spokesman in this matter, for the benefit of all concerned.

(1)

As one of 70 boat owners, living in the Southport area, that prefer to use a swing mooring to secure our vessels, I chose to use one, a public asset, installed by the then Waterways Authority, located in the Southport Boat Harbour. These assets were installed, and restrictions imposed, as a method of effectively managing and controlling a confined area for the safe and fair use for all.

It came as no surprise when I was informed, that the excessive amount that I was asked to pay for the use of this public asset, was probably being demanded illegally.

It did come as a surprise when I realised that not only did the Transport Dept. and their Minister know of these breaches of contract but they were prepared to excuse and condone them. Upon investigation the excuses offered were found to be untrue at best, or even further breaches of contract at worst.

The Dept. willingness to restrict any competition to this situation by, prohibiting the installation of this type of apparatus any where in the Gold Coast area, has to be questioned in light of the total mismanagement of this public resource.

The Dept. position in this matter is indefensible.

With the facts in evidence of the above it was not surprising that remarks of "An extortion scam in operation" were heard to be uttered.

A potential turn over of more than \$150,000.00 per year, of which approximately 1/3 goes to the Dept. for doing nothing 2/3 to private enterprise for doing very little, all out of the public's pocket, for the use of a public asset.

The fact that the public can, obtain better facilities from the Government, in the heart of Brisbane, for 1/3 of the cost than in Southport, is apparently, the one department's inability or unwillingness to do its job?

Surely someone in the Dept. must have recognised, that if \$1,900.00, nearly twice the total replacement cost of the asset, with no more than \$100.00 per year to maintain the asset almost indefinitely, was demanded each year from the public, someone would ask:

"WHAT IS GOING ON HERE"?

Facts Re:- Publicly owned swing moorings located in the Southport Boat Harbour.

Number of units 70

Max. legal charge to be levied at the present time under the conditions in the current contract:

Per unit Day \$ 7.00	total per year \$ 2,555.00	per year @ 70 units \$ 178,850.00
Weekly \$ 44.00	\$2,288.00	\$ 160,160.00
Monthly \$ 152.00	\$1,824.00	\$ 127,680.00

Regardless of the length of the vessel.

Charges actually being levied with the knowledge of the Dept. on one unit

Monthly \$ 160.00 As per receipt \$ 1920.00

The revenue collected from this contract which would appear to be approximately \$ 33,781.00 plus the amount from the one only tender for the contract, which I understand not to be considerably more, is considered to be a direct levy against the 70 members of the public using these public assets.

Questions to be answered:

1. What other private recreational boat owner in this state is asked to contribute over \$400.00 on top of their registration into consolidate revenue?

2. Why is the public of Southport being asked to pay up to 3 times more for the use of inferior facilities than those that are available in the heart of Brisbane?

3. Can it be explained, that if this Government is operating on a cost recovery basis and not a, what the traffic will bear basis:- Why is the public expected to pay twice as much as the assets total replacement cost each year, when (a) the asset would have been written off years ago (b) \$100.00 per year would maintain the asset almost indefinitely? (Total replacement cost of each unit \$1,000.00, annual revenue from that unit, at a weekly rate, \$2,288.00)

4. Can the Minister explain how it could be expected that, and to quote the Minister :- (Fees collected for the use of the moorings are allocated for these purposes and payment of fees to Queensland Transport for the right to manage the moorings in accordance with the agreement.) given the very generous terms of the agreement, could come any where near being considered as "cost recovery".

5. The Ministers readiness to accept that there are no further suitable locations in the Gold Coast area only serves to lock the public into this questionable situation. It would appear upon investigation that as many as 1/3 of the moorings currently approved are never used. Is this reasonable management given the situation?

6. Can this Government and this Minister protect the State's assets and deliver facilities and services on an equitable bases to the public of the Gold Coast?

History of my involvement

For the use of a swing mooring in the Southport Boat Harbour

Dec 97 6 months 18/11/97 to 18/5/98 \$885.00 Paid to the Southport Yacht Club
6 months 18/6/98 to 18/12/98 \$910.00 M/C
6 months 18/12/98 to 18/6/99 \$910.00 M/C

In early '98 my enquires regarding the excessive charges brought to light the contract between the Dept. and the Southport Yacht Club and as a result when in July '99 I was asked to pay \$1,200.00 for 6 months I refused.

A discussion followed and I was offered \$960.00 take it or leave

6 months 18/6/99 to 18/12/99 \$960.00 M/C

The next day my approach to my MLA was on the basis of the excesses of the charges for the use of a public asset and the facilities being offered, prompting a letter to the Minister for Transport.

The questions were either misunderstood or were not asked, for the Minister's reply did not mention the excesses of the charges, but attempted to explain the situation with reasons that had little or no bearing in fact or in the terms of the contract in effect.

A second trip to my MLA expressing concern that the Minister was not only prepared to ignore the excessive charges but was also obviously prepared to condone breaches of contract prompted a second letter from my MLA to the Minister.

Unfortunately the Minister's reply to this second letter only served to highlight the problems in this matter. I feel sure that he would be very concerned to learn that he had, considered acceptable, breaches based on lies and possible illegalities and the excess from lack of knowledge of the facts.

It prompted me to go to the Gold Coast City Council to confirm what commonsense would have indicated, considering the constant conflict over the illegal use and abuse of foreshore and parkland areas.

My enquiries have led me to understand that the G.C.C.C was not aware of the Southport Yacht Club expansion to include the 74 moorings in the boat harbour, thus perhaps, requiring them to expand their facilities for ablution, garbage and off road parking in accordance with council regulations.

They were definitely not aware of any arrangement to use adjoining parkland in the pursuit of profit or gain i.e. long term dingy storage, and would take a dim view of any commercial operator charging their patrons for the use of compulsory off road parking, without having the appropriate licenses.

In an effort to understand how the Dept. could have let down, not only the Minister but the public, so badly, I have spoken in depth to many people, several times with a [REDACTED] in the Southport office. He was very receptive and sympathetic to me but could, or would not, offer any explanation as to how the Dept. could have got itself into this situation. His claim that there is no one around now that was involved in the original setting up of this arrangement is not in keeping with my information.

However he is a public servant and probably a loyal one at that, but the fact remains, the Department's position in this matter is indefensible.

A potential turn over of more than \$150,000.00 per year of which approximately 1/3 goes to the Dept. for doing nothing, 2/3 to a commercial enterprise for doing very little, all out of the public pocket, for the use of a public asset. The total replacement cost of the 74 apparatuses in today's market would not exceed \$80,000.00. The public are forced to pay \$1,900.00 per unit per year when no more than \$100.00 per year will maintain the asset almost indefinitely. These apparatuses were put down years ago and commercially would have been written off long ago.

Hopefully the fact that the public can, obtain better facilities from the Government, in the heart of Brisbane, for considerably less cost than in Southport, is only the one Department's inability or unwillingness to do its job. Surely someone in the Dept. must have recognised, with the numbers involved, that they could cut the cost to the public by 1/2, set up their own empire and still end up with more money for Consolidated Rev. than they currently receive.

The restriction of any competition to this situation by, prohibiting the installation of any more of this type of apparatus in the Gold Coast area, has to be questioned in the light of the total mismanagement of this public resource.

Since 18/12/99, I have paid to the yacht club \$160.00 per month in hope that the Minister's directions to his Dept. would have been carried out on any of the 3 monthly anniversaries after the date of his letter.

It is indeed ironic that the very clauses in the contract that were questioned at the time, as to their need, has brought this situation to a head. As almost all of the public using the moorings at the time were, either local rate payers who were happy to use the facilities their rates and taxes had provided for them, in close proximity to the moorings, or they were also members of the yacht club. It was generally expected that the clauses were necessary to avoid undesirables from bidding for the contract.

(3)

I will avoid any further comment on the reasons for development of and the process of the awarding of the contract, as it would be only hearsay and history. Understanding how principles in organizations become involved, both economically and socially, in a small area is easy and familiar. When numbers are small and responsibilities shared to the benefit of all, a wink and nod approach to problems, can be effective and efficient. However when the numbers grow, greed and stupidity tends to rear its ugly head, defacto arrangements become official, nobody knows how or why, but it is too late to do anything about it, everyone is too involved. I believe that the Cold Coast City Council is finding this to be a problem in dealing with enquiries from the public regarding questionable activities. I would respectfully suggest that the Dept. view with concern the yacht clubs use of areas outside their lease and their claim to a lease of the Southport Boat Harbor and swing moorings,

Again it is with the greatest respect I will suggest that it may be time for the Minister to reach down and give his people in the marine division a chance to do the job honestly and efficiently. A directive from up top, to sever this unwise arrangement and to maintain a respectful distance from any organisation in the area, would not only be timely and most wise, but could:-

- (a) Help avoid any concern or conflict between personal in his Dept.
- (b) Allow a significant reduction to the charges to the public
- (c) Maintain return to consolidated revenue

As I have stated before it is our belief that even the most junior clerk could be set up to administer these assets. The necessity of facilities is a red herring which no one wants or needs from the Government. They are readily available from many sources cheaper than you could possibly provide them. It has been our observation that the Department's equipment is capable of handling the maintenance as it has done to date. The cost to the public could easily be halved with no effect to consolidated revenue.



Minister for Transport
and Minister for Main Roads
Member for Cook

Elwood. 3/7/00

Office: Floor 15 Capital Hill Building
Cnr. George & Mary Streets Brisbane Qld 4000
Postal: GPO Box 2644 Brisbane Qld 4001
Telephone: (07) 3237 1949 Facsimile: (07) 3224 4242

29 JUN 2000

[REDACTED]

Dear [REDACTED]

I refer to your recent submission regarding the management of swing moorings in the Southport Boat Harbour and previous correspondence and discussions regarding this matter. The Minister has asked me to respond on his behalf.

The matters which you have raised have been investigated and I agree that a review of the manner in which the moorings are managed, both now and in the future, is warranted.



As you are aware, the moorings themselves are owned by Queensland Transport which took them over from the former Gold Coast Waterways Authority when it was abolished in 1990. It was the Authority that originally entered into arrangements with external organisations (including the Southport Yacht Club) for the management of the moorings.

I understand that the Authority took this action largely because it was not resourced to manage and maintain the moorings or to provide associated facilities itself. Under these arrangements, certain aspects of usage of the moorings (including maximum charges) continued to be regulated under the By-laws of the Authority. Again, as you are aware, Queensland Transport has continued on with these arrangements for similar reasons.

Queensland Transport has intended, for some time, to update arrangements with respect to the moorings, but has been restricted on what could be done in this regard by the fact that the old Gold Coast Waterways Authority By-laws have still continued to have effect. To allow for the greatest flexibility in the structuring of any new arrangements, the decision was taken that it would be best to time the introduction of these arrangements to coincide with the final expiry date of the By-laws. This was scheduled to take place on 30 June 2000, but, unfortunately, will now not occur until 31st December 2000.

Alternatives for the management of the moorings are currently being considered for implementation after that date and, as advised in previous correspondence, the issues which you have raised are being considered in this process. In the interim, it is proposed to maintain the current short term arrangements with the Southport Yacht Club, but steps will be taken to ensure that charges levied and services provided comply with the terms of the original agreement.

Yours sincerely



ANDREW WATSON
Senior Policy Advisor
Office of the Minister for Transport
and Minister for Main Roads

MINISTER FOR TRANSPORT
AND MINISTER FOR MAIN ROADS

17 JUL 2000

A.M.

14th July 2000.

masm1162
Jetties/moorings
p. masm 1089.
A1

Mr Steve Bredhauer

Minister for Transport.

Dear Sir,

You, as the head of a large and very important Department, appear to have a major problem on your hands, or I, as a member of the public may have a potential disaster in the offering.

As a result of a meeting and subsequent conversation with your Department's Ms J Ellwood, and on her advice, I have gone to the trouble of putting in writing my concerns and questions again. They apply to the 70 odd swing moorings located in the Southport Boat Harbour. These assets were installed by the then, Waterways Authority, and restrictions imposed as a method of effective management and control of a confined area for the safe and fair use for all.

I must admit that I am finding it very difficult to understand why, after a year of approaches to my MLA, two letters from yourself, conversations with staff members T Wood, J Ellwood and Department head R Whitt, then finally a submission in writing to Ms J Ellwood and the subsequent acknowledgement from Mr T Wood, no one can, or is willing, to explain why:-

(a) The public of Southport are being forced to pay such an excessive amount of money for the use of a public asset? My assessment of the word "excessive" has been made clear in discussions all year, and in writing, handed personally to J Ellwood on the 2nd of June this year. Basically it involves, comparisons of the charges demanded and foisted on the public, firstly to the total replacement cost of the asset in question. Secondly to the cost of facilities available to the public, anywhere else in this state, provided by this Government. Finally as the fact that the payment of fees to the Queensland Transport for the right to manage these assets are passed directly onto the public, they, therefore must be considered as a direct levy against the 70 members of the public using these assets.

(b) You are prepared to offer excuses, and even condone, breaches of the contract that is in effect (charges over and above those allowed by the By-laws for subletting)? Sir given the very generous nature of the contract it may have been wise to guarantee the validity of your excuses on behalf of your agent, they may be found to be wanting, again, covered in the material given to J Ellwood.

(c) Your willingness to protect this arrangement by prohibiting any further installations of this type of apparatus in the Gold Coast area? This action has to be seen in the light of your Department's nonexistent management of these areas. The reaction to the result of nonaction brings into focus the intent of the arrangement arrived at for the Southport Boat Harbour.

Minister, after my initial anger at just being ripped off, I have taken the time to observe the pattern applied by your Department with regard to their obligation to preserve, manage and control the public's assets. I find it very disturbing, that to avoid these responsibilities and work, they are prepared to introduce a commercial agent, who by their very nature will only become involved for profit or gain, and at the same time, the Department holds out their hand for their "thirty pieces of silver". Minister, guess who foots the bill, irrespective of the value of the public asset? It is inconceivable, that with the prospects of being able to increase returns to consolidated revenue and at the same time cut considerably the cost to the public, not to mention "JOB CREATION", that a school leaver cannot be found, and installed to look after 70 odd rentals. It should also be noted, that in spite of your knowledge of this situation and assertions that something would be done, even as far as the charges, "nothing". This does nothing for the confidence that the public might have in you or the prospects of boating in the future. As this contract has been renewed on several occasions since you were made aware of the problem, is the necessity to await the demise of some antiquated By-laws an indication that the Department is intending to extend or install another equally objectionable arrangement as is currently in place? Sir this is a relatively simple problem. If your Department cannot handle this problem without the aid of a commercial operator and the associated costs, I would suggest, you have a major problem. However if this method of preserving and managing the public's assets, is a result of your direction, or even lack of, the public face a potential disaster, considering the valuable assets under your control.

MINISTER FOR TRANSPORT

Minister, is this your policy, Government policy or just Departmental rational to which you and your Government subscribe, and where will you, or they, draw the line? It is noted that your agent is laying claim to a lease over the Southport Boat Harbor. Is this another defacto arrangement that you, will be prepared to accept?

Sir, the first three questions, (a) (b) (c) only relate to the Government's and the Department's response to my queries, and at most only involves 70 members of the public, whom I assume would be considered of no real political consequence. Equally even though there is approximately 800.00 dollars more than should be, per year, taken out of each of these 70 peoples pockets this may also be considered of no consequence. However I ask you, where does morality and possible illegality begin? Your response to the remaining paragraphs however, may be of interest to a much wider group. Any Government that is prepared to flog off the public's natural assets, parks, waterways, beaches, foreshores etc, to commercial operators, will I believe, learn just what the phrase "an emotive issue" means. Minister, where do you, draw the line?

Finely your aid, T Wood has inferred, in his acknowledgement to my submission, that the Gold Coast Waterways Authority was primarily responsible for the basis of the current problem and his efforts to distant the Department from the situation, was noted. However the fact that the current contract was issued under the tital, Department of Transport, in July of 1992 two years after the Waterways Authority was dead and buried, will I fear, be hard to explain away. With the current direction of Government regarding the merits or mentality of "leasing" off public assets, and privatisation, please learn the lessons of the past. Economic rationalisation is under question, and you may still be around when something just as simple as the above problem comes to light. It was interesting to hear Ms J Ellwood's suggestion, that because I did not have a copy of the actual signed contract, that it may be different to the contract that was put out to tender.????? Also as indicated by Ms J Ellwood, you people find it difficult to respond, unless an issue is in writing. I, on the other hand have found, and as I tried to point out, once an issue such as this goes into writing, it also goes public, and common sense goes out the window. A matter that could probably have been rectified by a phone call, becomes messy, complicated and possibly embarrassing. I would greatly appreciate a prompt response, in writing, as to coin a phrase "the natives are getting restless", and are urging that a copy of this letter along with copies of all material handed to Ms J Ellwood be forwarded to the Member for Southport, and any other parties that may have an interest in Government's behaviour of this nature.

Respectfully Yours



MINISTER FOR TRANSPORT



**Minister for Transport
and Minister for Main Roads
Member for Cook**

Office: Floor 15 Capital Hill Building
Cnr. George & Mary Streets Brisbane Qld 4000
Postal: GPO Box 2644 Brisbane Qld 4001
Telephone: (07) 3237 1949 Facsimile: (07) 3224 4242



17 July 2000

Our Ref: MASM1162

Your Ref: Swing Moorings in Southport Boat Harbour

The Minister has asked me to acknowledge receipt of your letter dated 14 July 2000.

Mr Bredhauer would like to assure you that the matter is under consideration and you will be advised further as soon as possible.

Yours sincerely

 Ministerial Liaison Officer

MASMI 1162
Jeffries / Moorings

Approved by:	[REDACTED]
Executive Director:	(Maritime)
Date of Approval:	28/8/00
Contact Officer:	[REDACTED]
Telephone:	[REDACTED]
Div. Ref.:	850/11
Min. Ref.:	MASM 1162

(F)

05 SEP 2000

[REDACTED]

[REDACTED]

I refer to your letter dated 14 July 2000 and previous correspondence and discussions regarding swing moorings owned by the State Government at Southport. The Minister has asked me to respond on his behalf.

As advised in previous correspondence, the manner in which the moorings are managed is currently being reviewed and the issues which you have raised will be considered in devising and implementing any future arrangements. The Minister shares your concerns regarding the delays which have occurred in this process, but for reasons explained in my letter dated 29 June 2000, they have been unavoidable.


Queensland Transport will advise you of the outcome of the review which is due to be completed prior to the end of October. The review will critically examine the current arrangements and assess all options for the future. The object of the review is to ensure that management arrangements for the moorings are such that the needs of the boating public in this regard are met as efficiently and effectively as possible.

As you are aware, the moorings themselves are owned by Queensland Transport which took them over from the former Gold Coast Waterways Authority (GCWA) when it was abolished in 1990. It was the GCWA that originally entered into arrangements with external organisations (including the Southport Yacht Club) for the management of the moorings, but as you have pointed out the current agreement was initiated by Queensland Transport.

The GCWA, and subsequently Queensland Transport entered into such arrangements on the basis that they were the most efficient and cost effective means for management of the moorings. However, your concerns regarding "commercialisation" of the facilities will be considered in the structuring of any new arrangements to be put in place after the expiry of the Gold Coast Waterways Authority By-laws.

I thank you for taking the time to clarify your concerns. The information which you have provided will be of great assistance in the conduct of the review

Yours sincerely


Senior Policy Advisor
Office of the Minister for Transport
and Minister for Main Roads

General Conditions of Contract Minor Works

Definitions

"Adverse Physical Conditions" occur where physical conditions excluding weather conditions arise on the site or its surroundings which differ substantially from those which should have been anticipated at the time of tendering by a reasonably competent Contractor who had -
- examined all the Contract Documents
- made reasonable enquiries and
- inspected the site

"Contract" means a contract for carrying out Minor Works.

"Contract Documents" are the documents as set out in the Invitation for Offer which describe the agreement between the parties.

"Contractor" refers to the Contractor and its Employees, Authorised Sub-Contractors and Agents.

"Date for Practical Completion" is obtained by increasing the date of the Letter of Acceptance by the Period for Completion and any approved extensions of time.

"Date of Practical Completion" is the date as advised by the Director-General to be the date when the works reached practical completion.

"Director-General" means the Director-General, Department of Transport, his Delegate or Authorised Officer, Employee or Agent.

"Final Certificate" shall be issued by the Director-General to the Contractor when the Contractor has completed all of his obligations under the Contract.

"Headings and subheadings" shall not form part of the Contract and shall not be used in the interpretation or construction of the Contract.

"Intellectual Property" means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other Intellectual Property as defined in Article 2 of July 1967 Convention establishing the World Intellectual Property Organisation.

"Letter of Acceptance" refers to the letter or order forwarded by the Director-General to the Contractor, accepting the Contractor's Offer to carry out the works.

"Warranty Period" is that period indicated in the Invitation for Offer.

"Maximum Period for Completion" is the number of days as indicated in the Invitation for Offer that the Contractor has available to complete the works.

"Obligations of the Contractor" are set out in the contract documents.

"Period for Completion" is the number of days as indicated in the Offer, that the Contractor contracts to complete the works.

"Person" includes bodies corporate and unincorporate.

"Project Officer" is the Officer as nominated from time to time by the Director-General for management and review of the Contractor's performance.

Words imparting a gender include each and every gender.

"Works" includes Minor Works.

"Wet Weather Allowance" shall be the expected maximum number of days, determined from available rainfall records representative of the site, as specified in the Invitation for Offer, when work will not be possible due to wet conditions.

A. Nature of the Contract

- A1 The Contractor shall carry out the works as described in the contract documents.
- A2 The Contractor shall perform all his obligations under the contract and the Director-General shall pay the contractor the contract amount as modified by Variations or other adjustments described in the contract documents.
- A3 The Contractor shall, carry out its obligations in accordance with the provisions of its Quality Manuals and Quality Plans which are appropriate to the Quality System specified in the Invitation for Offer.
- A4 The Invitation for Offer Form will indicate whether this contract is for a Schedule of Rates or a Bulk Sum.
- A5 For a Bulk Sum Contract, the contract amount shall be that amount tendered by the Contractor and accepted by the Director-General.
- A6 For a Schedule of Rates Contract the contract amount shall be ascertained by multiplying the unit rates (tendered by the Contractor and accepted by the Director-General) by the appropriate measured or agreed quantities, totalling such products and adding any tendered and accepted lump sums.

B. Law Applicable

- B1 The contract shall be governed by and construed with reference to the laws for the time being in force in the State of Queensland.
- B2 The Contractor shall observe and comply with the laws, regulations and other rules of the Australian Government, the Queensland Government and relevant Local Authorities as appropriate, including any necessary giving of notice or obtaining consents. The costs or expenses associated with such compliance, including laws, regulations and rules introduced during the period of the contract, shall be at the Contractor's risk.
- B3 All prices, sums of money and payments under the contract shall be in Australian Currency.

C. Ambiguities in the documents

- C1 The following priority shall be used in resolving ambiguities in the contract documents -
 - Letter of Acceptance / Order
 - Offer
 - Supplementary Conditions of Contract
 - General Conditions of Contract (Minor Works)
 - Invitation for Offer / General Conditions of Offer
 - Supplementary Conditions of Offer
 - Specification / Brief
 - Plans and Drawings
 - Other documents

Any ambiguity between documents shall be resolved by reference to the highest ranking document.

- C2 All measurements of physical quantities shall be in legal metric units of measurement within the meaning of the *Weights and Measures (National Standards) Act 1960-1966* of the Commonwealth of Australia as amended from time to time.
- C3 Except where otherwise provided, all Contract documents and all communications between the Parties to the Contract shall be in the English language.



QUEENSLAND
TRANSPORT



(4)

DEPARTMENT OF TRANSPORT

HARBOURS CORPORATION OF QUEENSLAND

CONTRACT

*These are only
some relevant pages
or by.*

TO MANAGE AND MAINTAIN
SWING MOORINGS
IN
SOUTHPORT BOAT HARBOUR

NEWSPAPER .. "GOLD COAST BULLETIN"
 CLASSIFICATION .. TENDERS AND QUOTES
 SIZE OF ADVERTISEMENT .. DOUBLE COLUMN X MINIMUM
 LENGTH
 NUMBER OF INSERTIONS .. ONE (1) ONLY
 DATE OF INSERTION .. SATURDAY, 23.05.1992

NEWSPAPER ADVERTISEMENT:

**DEPARTMENT OF TRANSPORT
HARBOURS CORPORATION OF QUEENSLAND**

**CONTRACT TO MANAGE AND MAINTAIN SWING
MOORINGS IN SOUTHPORT BOAT HARBOUR**

The Harbours Corporation of Queensland invites tenders for the management and maintenance of the Corporation's 74 swing moorings located in the Southport Boat Harbour on the Broadwater.

The Contract will be for a 2 year period. The Contractor will be granted mooring rights for all of the moorings and will be required to:

- . sub-let moorings
- . control usage of moorings
- . maintain moorings
- . provide facilities for usage by mooring occupants

Tender documents and further information may be obtained only from the Department's Main Beach office 40-44 Seaworld Drive, Main Beach.

**Tenders close at 12.00 noon on Monday 8th June, 1992
at Department of Transport office,
40-44 Seaworld Drive, Main Beach**

2.0 GRANTING OF MOORING RIGHTS AND PAYMENT OF DUES

In accordance with the provisions of the By-laws, the Corporation will grant to the Contractor mooring rights for the moorings and the Contractor shall pay to the Corporation annual dues of \$415.00 per mooring.

Provided that where the Contractor elects to pay the prescribed dues six monthly instead of annually, a further amount of 10% of the prescribed fee for six months shall be payable to the Corporation.

All dues payable to the Corporation shall be in advance.

3.0 SUBLETTING OF MOORING RIGHTS

3.1 General

The Contractor shall control usage of the moorings and sublet them to vessel owners.

3.2 Charges for Sub-letting

The Contractor shall be entitled to charge sublettees fees as determined by the Contractor, provided however, that such fees do not exceed the maximum charges prescribed by the By-laws for subletting. These maximum charges are:

(1) Annual Occupancy:

\$108 per annum per metre or part thereof of the length of the vessel:

provided that where the owner of the vessel elects to pay the prescribed fee 6 monthly instead of annually a further amount of 10% of the prescribed fee for 6 months shall be payable to the Contractor.

(2) Casual occupancy:

\$7 per day
\$44 per week
\$152 per month

regardless of the length of the vessel

3.3 Moorings for Casual Occupancy

A minimum of 10 swing moorings located in close proximity to the on-shore facilities shall be designated for casual use.

4.3 Inspection of Moorings

The Contractor shall at all reasonable times permit Corporation staff with workman and others to inspect the moorings for the purpose of ascertaining whether the moorings are being operated in accordance with the conditions of the contract.

The condition of any mooring inspected and deemed to be below standard shall be immediately brought to the attention of the Contractor. Satisfactory repairs to the mooring shall be undertaken within 48 hours of notification having been received.

5.0 USE OF SURVEYED VESSELS

Any vessels used in any operation associated with this contract shall be in current Marine Board of Queensland Survey, and manned by suitably certificated personnel.

6.0 PROVISION OF FACILITIES

6.1 Ablution Facilities

The Contractor shall provide and maintain on-shore ablution facilities for persons using the swing moorings. The size, location and standard of these facilities shall be to the satisfaction of the Gold Coast City Council and the Corporation.

6.2 Facilities for Disposal of Garbage

The Contractor shall be required to provide and maintain on-shore facilities for the receipt and disposal of garbage from vessels moored at the swing moorings.

These facilities shall be located on the foreshore at locations approved by both the Gold Coast City Council and the Corporation.

6.3 Facilities for Dinghy Storage

The Contractor shall be required to provide facilities for the storage of dinghies used in conjunction with vessels moored at the swing moorings.

These facilities shall be located on the foreshore at locations approved by both the Gold Coast City Council and the Corporation.

39 Second Avenue
Palm Beach 4221
1st February 2001
Phone 5534 6170

Mr P Beatty
Premier
Executive Building
100 George St
Brisbane 4000

MN=203140

5/2/01

1/2/01.32

Dear Sir

Please find enclosed material that has been compiled over the last 21 months, in an effort to rectify a situation that could easily be described as , total mismanagement bordering on corruption. Please understand , I am a Labor supporter and have been so all my life, I have done my very best to keep a lid on this, as a political issue and will continue to do so. This attitude has obviously weakened my position.

Subject :- 70 Publicly owned swing moorings in the Southport Boat Harbour that have, approximately \$150,000.00 per year turn over.

The problem was initiated under the previous Government and now defunct Waterways Authority. Apparently many of those personnel and attitudes were transferred into the Marine Div Transport Dept. Arrangements were entered into under questionable circumstance by a two year contract in 1992 with the Southport Yatch Club. This contract, that at the time was described as being , selective and very very generous has been automatically renewed annually untill 21 months ago. At that time, as a result of an effort to further increase the excessive charge to an amount that exceeded the maximum under the terms of the over generous contract, and by law, I objected, not only to the amount of the charge but to the fact that the Department had moved to protect this arrangement by prohibiting the installation of any more of this type of mooring in the immediate area. The perceived situation ,excessive demands, possibly illegal, and manipulation so that the victim had to accept, just may, give some of the public cause to believe that an extortion scam was in effect. The Minister for Transport was made aware of this matter in July 1999 and as of Sept 2000 the best consolation that has been offered, was that a review ,due to be completed in Oct 2000 , will have the same objects as the original arrangement, namely ,and I quote "the most efficient and cost effective means of management". As to date, this review has failed to see the light of day, and still the public pays.

Sir, included in the material enclosed, is a copy of a letter dated 14 July 2000 , addressed to Mr Bredhauer, unfortunately he did not have the manners to answer and it was not untill Sept 2000 that a Mr [REDACTED] offered the consolation indicated above. Obviously that letter has more relivance now than in Sept. Your claim to clean ,efficient management is not bourn out in this example. Could it be that the Minister and the Department both reason that come March, the Government may be changed ,the Minister wont have to worry and the Dept. will be back under an ideology supportive of this type of activity. Unfortunately I assumed that my efforts had been wasted and in Sept., submitted a request to the Ombudsman to look into this matter. To be forewarned is to be forearmed.

Would you consider it an imposition if I asked you to answer that letter on behalf of Mr Bredhauer. I would particularly like to know your attitude and there by, the Government, toward the management of public assets and the delivery of services. Is it to be, economic rational, (user pays) deteriorating into, what the traffic will bear and the inevitable loss of the asset, or will the bottom line be cost recovery. I cannot, and I am sure the public would not accept that the structure of the Public Service is to blame. The Port Authority is currently doing the job effectively in the state and unfortunately the Transport Dept or it's Minister appear to be unable or unwilling to do the same.

Please do not delay another year, a few phone calls, and firm directive is what is needed. I certainly would be happy to hear from you even if only by phone.



[REDACTED]
5th February 2001
[REDACTED]

Office of the Hon Merri Rose MLA
Minister for Tourism
Member for Currumbin
PO Box 581
Palm Beach QLD 4221

Dear Minister,

As I have been a staunch Labor supporter all my life it truly grieves me to have to ask these questions of you at this time. However I do have a conscience and an aversion to being treated as a fool.

My questions relate to your Government's claim to, while in power, having a clean and efficient record and secondly your ability to effectively represent your constituents and your portfolio.

Given the facts as they are, regarding the public assets, the Southport Boat Harbour, and its associated facilities. For the amount of money, demanded from the public, for the use of the moorings per year, any individual could:-

(1) Pay the Government more than they currently receive, from the asset, under the arrangement currently in effect.

(2) Join a yacht club in close proximity to the assets, as a full member and receive far superior facilities than the Government is providing.

(3) Totally replace the asset each year.

As the contractor is only obliged to maintain the asset, and provide very limited services the return to him has to be considered very generous. Guess who is footing the bill?

You know that the relevant Minister, thereby the Government, was aware of this situation as early as July 1999 and yet, as to date, nothing has been done. So much for your claim while in power, let alone the question, why this type of arrangement was allowed to be implemented in the first place.

This brings me to your involvement. Please forget that I am just one dissatisfied voter in your electorate, but surely as Minister for Tourism you must realise that the waterways, would be probably, the greatest asset you have. Any move, to commercialise, sell off, or to avoid responsibility, protection, maintenance, management, or delivery of services to this asset, should be met with absolute resolve. If the Dept of Transport is allowed to implement this type of arrangement here under the excuse of it being efficient, we the public and you, are in deep trouble.

I have taken the liberty of sending the Premier a summation of this problem, he should have it today or tomorrow. As you will remember I did not want to make this an issue, I simply wanted common sense to prevail. The matter could have been resolved with a few phone calls. I was advised by a Mr P Low a senior policy advisor to the Minister for Transport that a review would be completed by October 2000 and that I would be informed of the conclusions drawn. Again in keeping with the record of this Department, to date, nothing.

I wonder if, as a Minister of an effected Department and a representative of this Government, you just might be able to find out "what is going on"?

Please, then, pick up the phone and let me know.

Respectfully Yours
[REDACTED]
[REDACTED]

Our ref
Your ref
Enquiries
Telephone +61 7
Facsimile +61 7

Ms Pat McGill
Ministerial Correspondence Unit
Department of Premier and Cabinet
PO Box 185
BRISBANE ALBERT STREET QLD 4002

Approved by:
Executive Director:
Date of Approval:
Contact Officer:
Telephone:
Div. Ref.:
D-G Ref.:

Dear Ms McGill

Swing Moorings Southport Broadwater

I refer to correspondence dated 1st February 2001 which has been received by the Premier from Mr [REDACTED] regarding the management of swing moorings owned by Queensland Transport at Southport.

The key issues of concern that have been raised by [REDACTED] in this and previous correspondence regarding the matter are the level of charges for use of the moorings and their management on behalf of Queensland Transport by the Southport Yacht Club. I understand that it is Mr [REDACTED] view that the charges for the moorings should equate directly to the costs of managing and maintaining the apparatus and that these costs would be substantially lower if it were not for the involvement of the Southport Yacht Club.

While it is true, as Mr [REDACTED] claims, that the charges for the moorings exceed their ongoing maintenance costs, there are many other factors which need to be taken into account when considering the price for occupancy of the facilities. Although it is reasonable to expect that the charge for a service or facility reflects the cost of its provision, this cost cannot be considered in isolation.

There are a range of boating-related fees and charges levied in the Gold Coast area and throughout the State. These fees and charges are collected as Consolidated Revenue, but they are indirectly used to offset expenditure on the provision and maintenance of infrastructure for boating. In view of the level of expenditure by the State Government in this regard in the Gold Coast area, I do not consider that the current rates for the moorings are unreasonable and this is reflected by the strong demand for the facilities at these rates.

Office of the Director-General
Capital Hill Building 85 George Street (cnr Mary Street)
Telephone +61 7 3237 9801 Facsimile +61 7 3237 9648
Email director-general@transport.qld.gov.au
GPO Box 1549 Brisbane Queensland 4000
ABN 13 200 330 520

Despite the delays with the assessment of future management arrangements, it is considered that, at this stage, the involvement of an external party such as the Southport Yacht Club in the mooring arrangements is an efficient and effective arrangement which frees up government resources for other core-business activities. Furthermore, it is considered that the charges for the moorings represent an appropriate market price for the facilities provided.

I understand that Mr [REDACTED] objection to the charges for moorings at Southport is based on the premise that these charges should equate directly to the costs of managing and maintaining the apparatus. There are, however, many other factors which need to be taken into account when considering the price for occupancy of the facilities. Although it is reasonable to expect that the charge for a service or facility should reflect the cost of its provision, this cost cannot be considered in isolation.

There are a range of boating-related fees and charges levied in the Gold Coast area and throughout the State. These fees and charges are collected as Consolidated Revenue, but they are indirectly used to offset expenditure on the provision and maintenance of infrastructure for boating. In view of the level of expenditure by the State Government in this regard in the Gold Coast area, the current rates for the moorings at Southport are considered to be reasonable and this is reflected by the strong demand for the facilities at these rates. The fees that are currently charged in Southport are generally comparable with fees charged in other States in Australia. By way of comparison, the current annual mooring licence fee for a 16 metre vessel at a swing mooring at Pittwater in New South Wales is \$1313, but this fee does not include the provision of mooring gear or its maintenance. A mooring for a similar vessel at Southport costs \$1728 per annum. However, the price at Southport includes the provision and maintenance of the mooring, annual inspections of the mooring gear and mooring users also get the benefit of regular patrols of the facility to ensure vessels are safe and secure.

Thank you for your offer to convene a meeting to discuss this matter with relevant staff in the department. I have arranged for the department's Maritime Director (Gold Coast), Mr Doug Woodbury, to contact Mr McGrath in this regard as soon as possible.

I trust that the above information and discussions at the meeting will assist in the resolution of this matter.

Yours sincerely

Bruce Wilson
Director-General

Our ref 710/00133
Your ref QE 9901 0703 (10954784)
Enquiries
Telephone +61 7
Facsimile +61 7

Approved by:
Executive Director:
Date of Approval:
Contact Officer:
Telephone:
Div. Ref.:
D-G Ref.:

Deputy Commissioner
State Government and Public Authorities Division
Queensland Ombudsman
Level 25
288 Edward Street
BRISBANE QLD 4000

Dear Mr King

Swing Mooring Charges

I refer to your letter dated 26 February 2001 regarding a complaint received from Mr [REDACTED] regarding the alleged failure by Queensland Transport to ensure consistency in prices charged for swing moorings at Southport and other localities in Queensland.

I understand from previous correspondence regarding this matter that Mr [REDACTED] prime concern is that the charges for moorings at Southport are higher than those in Crown Boat Harbours elsewhere in the State. While charges are higher at Southport, this reflects the fact that fees in Boat Harbours elsewhere in Queensland have not been increased since the mid 1980's. They have been fixed by the By-laws of each harbour which, for legislative reasons, have not been able to be amended during this period. As such, the fees may not reflect an appropriate market price. This legislation lapsed in December 2000, and Queensland Transport is currently considering the appropriate pricing level for moorings in those Crown Boat Harbours.

As a separate but related exercise, future management arrangements for the moorings at Southport have also been under review. Unlike in the Crown Boat Harbours, the moorings at Southport are managed on behalf of Queensland Transport by an external party, which I believe is also an issue of concern to Mr Williams. Unfortunately, this review has been unable to be completed pending the finalisation of planning studies, conducted by the Department of Natural Resources and others, into the overall land management of the Broadwater and the Southport Spit. These studies may identify alternative uses for the land and the seabed where the moorings at Southport are currently located.

Office of the Director-General
Capital Hill Building 85 George Street (cnr Mary Street)
Telephone +61 7 3237 9801 Facsimile +61 7 3237 9648
Email director-general@transport.qld.gov.au
GPO Box 1549 Brisbane Queensland 4000
ABN 13 200 330 520

The Club has been entitled to "sublet" the moorings at rates tied to maximum rates which were set down in the former By-law for that purpose. The rates are higher than those which have been levied in Crown Boat Harbours (eg \$108/metre per annum compared with \$70/metre under the Urangan-Schnapper Creek By-laws for a swing mooring), but are comparable with some interstate rates. Having regard to the standard of boating facilities provided in the Gold Coast area, the charges are considered to be reasonable and this is reflected in the level of demand for the moorings and general acceptance of the charges.

- Management arrangements for the moorings have been under review, including the involvement of an external party. This review has been unable to be completed pending the finalisation of planning studies, conducted by the Department of Natural Resources and others, into the overall land management of the Broadwater and the Southport Spit. These studies may identify alternative uses for the land and the seabed where the moorings at Southport are currently located.

However, it is considered that, at this stage, the involvement of an external party in the mooring arrangements is an efficient and effective arrangement (which frees up government resources for other core-business activities), and that the rates for the moorings represent an appropriate market price for the facilities.

Recommendation

- It is recommended that the above be noted in conjunction with attached correspondence to the Ombudsman regarding this matter.

Contact Officer

Russell Witt
Manager Waterways and Infrastructure
(07)558383282 (Work)
(07)55308601 (Home)

Captain J R Watkinson
Executive Director ()

*Enc (1)

Our Ref:

QE 9901 0703 (10954784)

O MBUDSMAN

Queensland

Parliamentary Commissioner for
Administrative Investigations

Enquiries: James McGrath
Investigating Officer
Telephone: 3005 7018

26 February 2001

Mr B G Wilson
Director General
Department of Transport
GPO Box 1549
BRISBANE QLD 4001
CDE Box M25

Dear Mr Wilson

I have received a complaint from [REDACTED] about the alleged failure of the Department to ensure consistency in prices charged to swing moorings in the Southport Boat Harbour and at other localities in Queensland.

I have been advised that the office of the Minister for Transport advised the complainant that a review would be conducted of the manner in which the moorings are managed.

While it is my understanding that the complainant is continuing corresponding with the Department concerning this issue, I would appreciate the assistance of the Department in providing certain information to this Office.

Could you please advise the status and basis of the reviews currently being conducted by the Department in relation to swing moorings, both at Southport and throughout Queensland.

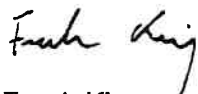
As a starting point, I would be happy to convene a meeting with your relevant staff if you felt that would assist my understanding of the issues. Would you please telephone my Investigating Officer, James McGrath on 3005-7018 should you wish to take up this offer at this preliminary stage.

I am required under section 18(1) of the *Parliamentary Commissioner Act 1974* to advise you of the Commissioner's intention to investigate this matter.

I look forward to your early reply.

(When replying please quote your reference, our reference, and nominate a contact officer.)

Yours faithfully




Frank King
Deputy Commissioner
State Government and Public Authorities Division

RECEIVED

27 FEB 2001

OFFICE OF THE
DIRECTOR GENERAL

07 3221 0164

Approved by:	
Executive Director:	(Maritime)
Date of Approval:	18/5/01
Contact Officer:	Russell Witt
Telephone:	5583 8282
Div. Ref.:	850/11
Min. Ref.:	MLU5572

- 5 JUN 2001

Honourable Merri Rose MP
Minister for Tourism and Racing
and Minister for Fair Trading
Member for Currumbin
PO Box 581
Palm Beach Qld 4221

Dear Ms Rose

I refer to your facsimile dated 5 February 2001 with attached correspondence from Mr [REDACTED] in which he expresses his concerns regarding the management of swing moorings owned by Queensland Transport at Southport and apologise for the lateness of my response.

The key issue that has been raised by Mr [REDACTED] in this and previous correspondence regarding the matter is the level of charges for use of the moorings relative to the cost of maintaining the apparatus.

I have also met with Mr [REDACTED] at a recent Community Cabinet Meeting to discuss his concerns.

While it is true, as Mr [REDACTED] claims, that the charges for the moorings exceed their ongoing maintenance costs, there are many other factors which need to be taken into account when considering the price for occupancy of the facilities. Although it is reasonable to expect that the charge for a service or facility reflects the cost of its provision, this cost cannot be considered in isolation.

There are a range of boating-related fees and charges levied in the Gold Coast area and throughout the State. These fees and charges are collected as Consolidated Revenue, but they are indirectly used to offset expenditure on the provision and maintenance of infrastructure for boating. In view of the level of expenditure by the State Government in this regard in the Gold Coast area, I do not consider that the current rates for the moorings are unreasonable and this is reflected by the strong demand for the facilities at these rates.

*Changes requested
by Cms.*

1. RECORDS PLEASE FILE
2. *ADWMD*

- 2 -

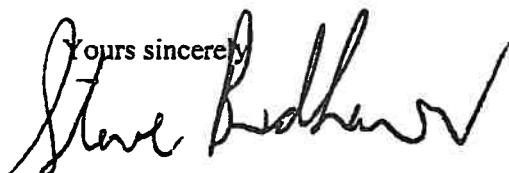
The fees that are currently charged in Southport are generally comparable with fees charged in other States in Australia. By way of comparison, the current annual licence fee for a 16 metre vessel at a swing mooring at Pittwater in New South Wales is \$1313, but this fee does not include the provision of mooring gear and its maintenance. A mooring for a similar vessel at Southport costs \$1728 per annum. However, the price at Southport includes the provision and maintenance of the mooring, annual inspections of the mooring gear and users also get the benefit of regular patrols of the facility to ensure vessels are safe and secure.

I acknowledge that the fees at Southport are generally higher than in Crown Boat Harbours elsewhere in the State, including some managed by Port Authorities. However, fees in those Boat Harbours have not been increased since the mid 1980's. They have been fixed by the By-laws of each Harbour which, for legislative reasons, have been unable to be amended. As such, they may not reflect an appropriate market price. This legislation lapsed in December 2000, and Queensland Transport is currently reviewing the appropriate pricing level for moorings in those Crown Boat Harbours.

Mr [REDACTED] has also raised concerns regarding the involvement of an external party, the Southport Yacht Club, in the management and maintenance of the moorings. As has been referred to by [REDACTED] management arrangements for the moorings have been under review, including the involvement of an external party. Unfortunately, this review has been unable to be completed pending the finalisation of planning studies, conducted by the Department of Natural Resources and others, into the overall land management of the Broadwater and the Southport Spit. These studies may identify alternative uses for the land and the seabed where the moorings at Southport are currently located. However, I am satisfied that, at this stage, the involvement of an external party in mooring arrangements is an efficient and effective arrangement, having regard to current circumstances.

I am also aware that [REDACTED] has contacted the Ombudsman regarding his concerns. Queensland Transport is currently awaiting the outcome of the Ombudsman's enquiries. I have instructed the relevant officers to contact you again when the Ombudsman has completed his enquiry.

I trust that this clarifies the situation with respect to the moorings at Southport.

Yours sincerely


Steve Bredhauer
Minister for Transport
and Minister for Main Roads
Member for Cook

07 3221 0164

Approved by:
Executive Director: (Maritime)
Date of Approval: / /
Contact Officer: Doug Woodbury
Telephone: 5583 8213
Div. Ref.: 850/00011
Min. Ref.: MLU7632

26 JUN 2001

Dear [REDACTED]

I refer to your representation at the Community Cabinet Meeting at the Gold Coast on 29 April 2001, concerning the management of swing moorings at Southport owned by Queensland Transport.

At that meeting, you advised that you had referred the matter to the Queensland Ombudsman and had not received a response. I undertook to investigate progress of the Department's reply to the Ombudsman about the matter.

I can advise that the Ombudsman wrote to Queensland Transport on 26 February 2001 and that Queensland Transport responded in writing to the Ombudsman's enquiries on 27 March 2001. The Ombudsman's office has advised that the matter is being finalised and that a response can be expected shortly.

You will appreciate that it would not be appropriate for me to comment on this matter any further while the matter is being investigated by the State Ombudsman. I will write to you again as soon as the outcome of the investigation is known.

Yours sincerely


Steve Bredhauser
Minister for Transport
and Minister for Main Roads
Member for Cook

para 2 changed by
C.M.S.

1. RECORDS PLEASE FILE
2. A/D(wm10)

25

Suzanne E Mills

10/11/2000 09:37

To: Patrick F Willmet/CorpServ/qdot/au@qdot
cc: Douglas S Woodbury/SouthEast/qdot/au, Russell W Witt/SouthEast/qdot/au@Qdot, Ross Z Winks/SouthEast/qdot/au@Qdot
Subject: Re: Reply: Southport Boat Harbour

Patrick

Many thanks for your response. This confirms what we suspected would have to be the process. With the exception of the By-laws which related specifically to moorings within the Southport Boat Harbour - there is no other legislation pertaining to buoy moorings, other than those in the Transport Operations (Marine Safety) Act. The only processes currently existing under the Act, are those pertaining to Category 3 moorings for which Division 81 exemption was appropriately sought. However, as Division 81. would exempt all buoy mooring processes managed under the Act from GST - we may have to review this blanket exemption should the Southport Boat Harbour processes be aligned to the Act, as it would be likely that some of the processes would be of a nature which would attract GST.

Other than what I provided earlier regarding the different categories, there is really not much I can add about buoy mooring arrangements at this time. In relation to a GST clause within the Agreement, as mentioned the formal Agreement lapsed as at 30 June 2000, and the current arrangements have continued under the current agreement being the terms of the letter which made reference to GST (as quoted herein).

I understand that relevant officers will be holding a meeting to discuss your recommendations and consider future arrangements. I will communicate further as to the outcome in due course.

Thank you for your continued efforts.

Regards

Suzanne
Patrick F Willmett

Patrick F Willmett
08/11/2000 08:30

To: Suzanne E Mills/SouthEast/qdot/au@Qdot
cc: Paul J Willemsse/CorpServ/qdot/au@qdot
Subject: Reply: Southport Boat Harbour

My reply to your queries concerning the Southport Boat Harbour is constructed in two components following the sequence of comments in your e-mail, namely:

- (1) comments/advice on the discussion points; and
- (2) comments/advice on your "considerations" stated as:
 - (1) Legislative fees payable under the By-Laws;
 - (2) Non-Regulatory component - tender for management; and
 - (3) Future considerations.

In my reply, I have assumed that the Southport Yacht Club is registered for GST (or required to be registered).

It is my opinion that GST impacts on the operation of the Gold Coast Waterways Authority By-Laws (the "By-Laws") in the following ways:

Section 1 - Discussion points:

- 29050
18 42601
1. GST impacts upon the arrangement between Maritime (the "Department") and the Southport Yacht Club (the "Club") for operating the Southport Boat Harbour (the "Harbour"). That is, there is a taxable supply occurring between the Department and the Club. There is a commercial basis to this arrangement. Of course, GST would only apply to transactions from 1 July 2000 onwards.
 2. Buoy Mooring Fees are exempted from GST by way of inclusion on the Department's Division 81 Determination. This Determination refers only to the *Transport Operations (Marine Safety) Act 1994*. Are there any other references to Buoy Moorings in any other Acts?
 3. The fee amounts stated in the By-Laws represent the GST-inclusive amount. It is understood that amendments to the By-Laws to make them "GST-ised" was not possible due to the "preserved provisions" of the By-Laws. Therefore, if a fee is stated as \$415.00 in the By-Laws, then the GST amount is 1/11th of \$415.00 (i.e. \$37.73 rounded). The Department must remit 1/11th of the fee(s) to the Australian Taxation Office (ATO) and issue Tax Invoices to the recipients to enable them to claim tax credits (if the recipients are registered for GST).
 4. Transactions between the Club and mooring holders would attract GST in the same way as the transaction between the Department and the Club. The Club must adhere to the fee structure (set as a maximum level of fee to be charged) contained in the By-Laws. The GST is 1/11th of the stated fee, which the Club must remit to the ATO. Also, if requested, the Club must issue Tax Invoices to enable registered recipients to claim tax credits.
 5. Transactions between GST registered mooring holders and sub-lettees or sub-licensees would also attract GST in the same way as the transaction between the Department and the Club. The mooring holder must adhere to the fee structure (set as a maximum level of fee to be charged) contained in the By-Laws. The GST is 1/11th of the stated fee, which a GST registered supplier must also issue Tax Invoices to enable registered recipients to claim tax credits. In your e-mail (attached), you outlined fees of \$7.00 per day, \$44.00 per week and \$152.00 per month. The respective GST components would therefore be \$0.64 per day, \$4.00 per week and \$13.82 per month (all rounded).
 6. In terms of the agreement between the Department and the Club, was there a GST clause?
 7. The agreement between the Department and the Club commenced on 1 October 1999. Therefore, regardless of whether it represents a reviewable or non-reviewable "contract", GST will impact it because it is past the date of Royal Assent of the GST legislation (i.e. 8 July 1999).
 8. The amounts payable by the Club to the Department would be GST inclusive amounts. That is, (a) management rights over moorings of \$2,324.25 for 3 months, with GST being 1/11th (i.e. \$211.30 rounded); and (b) per swing mooring of \$103.75 for 3 months, with GST being 1/11th (i.e. \$9.43 rounded).
 9. The letter dated 27 June 2000 to the Club, concerning the extended management arrangement for the Harbour, looks correct in regard to the GST aspects and fee structure application.
 10. In the light of this advice, but subject to your confirmation and approval of its accuracy in regard to the management arrangement, the Department should be in a position to request payment(s) from the Club.

Section 2 - Considerations - (1) Legislative fees payable under the By-Laws:

1. The preserved provisions of the By-Laws mean that GST will "erode" the Department's revenue until such time that new/existing legislation to replace the By-Laws can accommodate the impacts of GST.
2. There is a similar consequence to the Club, in its operation of managing the Harbour and charging fees set by the By-Laws. This would need to be communicated to the Club. If the Club believes that this unfairly discriminates against it, the Club should present a case to the Department for consideration.

Section 2 - Considerations - (2) Non-Regulatory component - tender for management:

1. It is agreed that this management arrangement is in the nature of a commercial transaction and

- contains all the prerequisite elements of a taxable supply between the Department and the Club.
2. If it is possible under the agreed conditions, the fee should be increased by 10% to accommodate the GST in order to retain equivalent revenue levels. The conditions I refer to would include the Club's agreement to increase it by GST of 10%; the Department would issue to the Club a Tax Invoice to enable the Club to claim tax credits and accommodate GST. The effect of the 10% GST increment and the issue of a Tax Invoice detailing tax credit, is nil.

Section 2 - Considerations - (3) Future considerations:

1. My understanding of what you are communicating is the question of the treatment (if any) of GST on Category 1 through to Category 3 mooring areas. My understanding is that Category 1 mooring areas (Managed Mooring Areas) would include GST, as would be the case for Category 2 (although I do not have a definition of what a category 2 area is). Category 3 mooring areas can be likened to buoy moorings and as such, are exempted from GST by the Department's Division 81 Determination (again, I do not have a definition of what a category 3 mooring area is). Perhaps it is a good time to outline Category 1 to 3 mooring areas more formally via e-mail for us to consider? (I have only rough notes from a prior telephone conversation).
2. I also get the impression that clarity on a number of issues is required from Maritime to "paint" a clearer picture of direction (e.g. new/future legislation for the Harbour (but not limited to Southport), legislation, provisions, assigning mooring categories to areas etc). On these points, it is probably preferable better to wait for clarity from Maritime before we provide our advice.
3. Buoy Mooring Fees are listed in the Department's Division 81 Determination under the provisions of the *Transport Operations (Marine Safety) Act 1994*. This being the case, logically, all Buoy Mooring Fees should have a GST exempt status, not only those buoy mooring fees listed within the *Transport Operations (Marine Safety) Act 1994*. Once details of the above mentioned Category 1 to 3 mooring areas are defined, we should further examine their GST impacts (if any). It may require an amendment/addition to the Department's Division 81 Determination (or alternatively, a GST may need to be applied to them).

Please do not hesitate to contact me if you have additional questions. In some instances (highlighted in RED), I have asked for some additional information. Your response in relation to these "items" will allow me to continue my research in relation to these matters.

Regards

Patrick F Willmet
Senior Advisor Finance

Suzanne E Mills

Suzanne E Mills

26/09/2000 16:29

To: Patrick F Willmet/CorpServ/qdot/au@qdot
cc: Chad L Ware/Maritime/qdot/au@qdot, Douglas S Woodbury/SouthEast/qdot/au, Russell W Witt/SouthEast/qdot/au@Qdot, Ross Z Winks/SouthEast/qdot/au@Qdot
Subject: DIVISION 81 - AFFECT ON SOUTHPORT BOAT HARBOUR

Patrick

I refer to our discussion today, and confirm points as follows:

- The Southport Boat Harbour is currently managed under the provisions of Chapter 12 Southport Boat Harbour of the Gold Coast Waterways Authority By-Laws which is a provision currently preserved under of Section 234(4) of the Transport Infrastructure Act (dot point 2 - Gold Coast Waterways Authority By-Laws 1980, Chapters 1 to 3, 7 and 10. to 18), and continues under Section 234.(8) This section expires on 31 December 2000, or if an earlier date is prescribed by regulation, on that date.

- Under the provisions of Chapter 12, the dues payable to the Authority (Queensland Transport) for mooring rights shall be as follows:-

Swing and Shore Moorings - \$415 per annum per mooring

Provided that where the owner of a vessel elects to pay the prescribed dues six-monthly instead of annually a further amount of 10% of the prescribed fee for six months shall be payable to the Authority six-monthly,

Charges by Mooring Holder to Sub-licensee or Sub-lettee

The maximum charged by a mooring holder to a sub-licensee or sub-lettee shall be as follows:

Swing or Short Moorings - \$108 per annum per metre or part thereof of the length of the vessel

Provided that where the owner of a vessel elects to pay the prescribed dues six-monthly instead of annually a further amount of 10% of the prescribed fee for six months shall be payable to the mooring right holder.

The dues payable by a sub-licensee or sub-lettee for a swing or shore mooring on a casual basis shall be \$7 per day, \$44 per week and \$152 per month regardless of the length of the vessel.

- Queensland Transport have maintained previous arrangements whereby they have entered into an Agreement with the Southport Yacht Club under a tender type of arrangement for the "Management and Maintenance of Swing Moorings in Southport Boat Harbour".

Under this agreement, the Southport Yacht Club is responsible for

- Sub-letting of moorings
- Controlling usage of the moorings
- Maintenance of the moorings; and
- Provision of facilities for use by the mooring occupants

The term of the agreement commenced on 1/10/99 and expired on 31/12/99 with an option of two consecutive terms each of 3 months - i.e. total six months expiring on 30/06/00.

The amount payable by the Southport Yacht Club to Queensland Transport for each three month term was \$2,324.25 (or \$9297pa) for management rights over the moorings, and State dues pursuant to the by-laws of \$103.75 (or \$415 pa) per swing mooring

The management right component represents a tendered fee negotiated outside the scope of legislation, and State dues component represents the annual fee payable to Queensland Transport under the by-laws.

Under the terms of the agreement the Southport Yacht Club then charges out the subletting of mooring rights pursuant to the schedule of fees detailed in the by-laws.

- By letter dated 27 June 2000, Queensland Transport agreed to extend the management arrangement with the Southport Yacht Club on a three monthly basis until the existing bylaws were rescinded. The conditions of this letter included the following:

"The management of the moorings is to be in accordance with the terms of the existing agreement"

"The fee structure applicable to the charges levied on the mooring users shall be as specified in the agreement is to be strictly adhered to. Under no circumstances are additional fees, which the club may wish to charge mooring users for offered services outside the scope of the agreement, to be included with the mooring charges."

"A GST component is to be incorporated into the fee structure, however the service component of

the fee is not to exceed that specified in the bylaws. A GST component will also need to be incorporated into the fee payable to Queensland Transport".

"Queensland Transport is GST registered with an ABN of 13200330520"

"Queensland Transport will assist with maintenance of the swing moorings with the provision of a suitable vessel when required, provided this does not interfere with the Department's own work program."

- No payments have been requested from the Southport Yacht Club since 01 July 2000 pending an appropriate analysis of charges being made by Queensland Transport Officers.
- Whilst the Southport Yacht Club agreement was reported in the GST Questionnaire completed by this office and provided to Cristina Boscarial at Pinkenba by email dated 14 December 1999 for inclusion in its Regional response, it appears that both the Southport Yacht Club arrangements and the marina berth charges which pertain exclusively to the Gold Coast were missed. Whilst the marina berth charges were subsequently captured and assessed for GST exemption, the Southport Yacht Club arrangements were overlooked.

Considerations:

- There are two fee components to consider

(1) Legislative fees payable under the By-Laws

There appears to be no scope for adjusting the current schedule of fees payable under the preserved provisions of the By-Laws, therefore, it appears that if we are unable to exempt these fees under Division 81, until the proposed date of December 01 2000, as these by-laws are due to lapse on 31 December 2000, Queensland Transport may have to absorb the GST in the current fee schedule. This will, it appears, result in a loss of nett whole of government revenue.

The subsequent impact will also affect the Southport Yacht Club.

Although it is envisaged that in relation to the fees paid to Queensland Transport, they would claim back the tax component as input taxed credits which would therefore reduce the Southport Yacht Club's nett expense to Queensland Transport as they would receive 1/11 of the State fee back as input taxed credit; when the Southport Yacht Club subsequently sub-lets the apparatus, it will also have to consume the GST in the sub-letting state fee, which will result in a subsequent loss of nett revenue equalling 1/11 of the state fee. To ascertain whether the overall result to the Southport Yacht Club would be a loss or gain, would require an analysis of the Yacht Club's annual return - this would vary subject to demand, annual and casual arrangements etc.

(2) Non-Regulatory component - tender for management

It is considered that this component of the fee would by its mere nature fall short of any consideration to Division 81 exemption - therefore, the Department would have two options, to call for a GST component on top of the current fee or to consume GST in the current fee. It would appear that under my understanding of GST, the first would option would result in a nil effect on the Department whose nett profit would remain static, but the Southport Yacht Club could again claim back input taxed credits resulting in a nil affect on its expense. The second would result in a nett loss of revenue to the Department with a portion being allocated to GST, but the Southport Yacht Club could claim back the GST input tax which would in effect reduce its current nett expense.

- Future Considerations

There is no consideration to include the Southport Boat Harbour in new legislation currently being drafted. Investigations reveal that the most appropriate legislation for the control of the boat harbour would be defined in the legislation pertaining to Buoy Moorings. Under the legislative provisions, there is scope to define areas of buoy moorings into various categories - Category 1 proposes Managed Mooring Areas.

Category 1 mooring areas are those areas where a third party (e.g. Port Authority, Harbours Authority, Local Government, yacht club, private enterprise etc. enters into a management agreement with Queensland Transport to manage those areas. This could include leasing or permit to occupy, with a variable duration.

Harbour Masters would determine the suitability of an area based on navigation only. After negotiations with the third party, the area would be approved as a Category 1 mooring area, and the third party would then manage it for the term of the agreement.

The managing authority may set requirements and/or rules (e.g. live on board, sewerage, pollution issues etc.) provide support facilities (e.g. boat ramps, jetties, toilets, showers, car parking etc. and set charges subject to the management agreement.

Once an area is approved as a Category 1, departmental involvement will be significantly reduced. Overall safety management and enforcement will remain departmental responsibilities.

- I have liaised with Mr. Brian Thompson regarding this provision and it seems that there are some anomalies in the legislation which might have to be examined before agreements could be satisfactorily established under the legislation. It also seems that there is no provision for the establishing fees under this category.

It should be noted that Buoy Mooring Fees are listed as Division 81 fees, but the intention of that inclusion seems to be limited to Restricted and Unrestricted moorings owned by individuals. Clarity would also need to be sought as to ensure that Category 1 charges are identifiably distinguished and appropriate GST assessment is undertaken. It may be prudent to conduct this exercise now, to ensure that any modifications which may be required to the Division 81 list are appropriately captured in the forthcoming review.


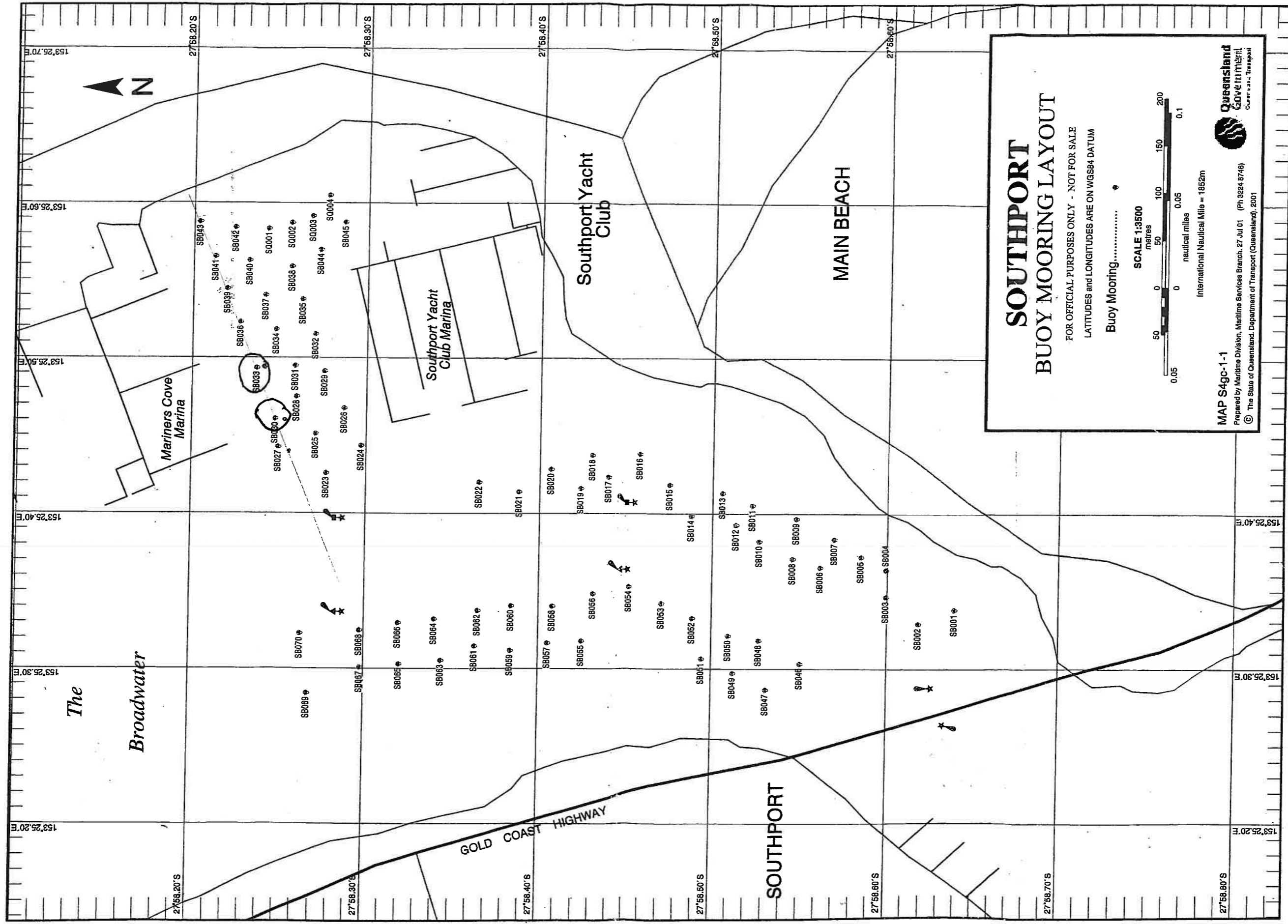
Patrick, the above considerations and analysis of possible outcomes is based on my limited understanding of GST, and your professional opinion is sought as to establishing:

- how current charges should be handled;
- the future impact of Category 1 charges and its association with other buoy mooring charges which have an exemption under Division 81.; and
- any other impacts or considerations that have not already been raised.

Many thanks for your continued and valuable assistance.

Regards

Suzanne



Queensland
Government
Queensland Treasury

MAP S4gc-1-1
Prepared by Maritime Division, Maritime Services Branch, 27 Jul 01 (Ph 3224 8746)
© The State of Queensland, Department of Transport (Queensland), 2001

Maritime Division
Marine Operations - Gold Coast
40 - 44 Seaworld Drive,
MAIN BEACH Q 4217
PO Box 107 Southport Q 4215

Enquiries: Mr Ross Winks
Telephone: 5583 8300
Facsimile: 07 5583 8288
Our Ref: 710/00133[ld]
Your Ref:

11 January 2000

Mr G Carnell
General Manager
Southport Yacht Club
MacArthur Parade
MAIN BEACH Q 4217

Dear Gary

SWING MOORING AGREEMENT - SOUTHPORT BOAT HARBOUR

I refer to the Agreement between your Club and this Department to manage and maintain the swing moorings in the Southport Boat Harbour.

This Agreement expired on the 31 December 1999.

It is noted that, to date, no request has been made by your Club to extend the Agreement for the next 3 months.

Condition 2.03 of the Agreement states:-

"Request for extension of the term shall be by written request and payment by the Club, in advance, of fees for the next term and acceptance of the extension of the term shall be by written confirmation by Queensland Department of Transport within 14 days of the receipt of payment."

If you intend to extend the term of the agreement for the next 3 months, please arrange for payment of outstanding dues as soon as possible.

Yours sincerely



A/REGIONAL HARBOUR MASTER (SE REGION)

Office of Marine Operations, Southport is Certified to Quality Standard AS/NZS 9002:1994

Tax Invoice / Receipt

ABN : 13200330520
Page 1 of 1

COPY

Southport Yacht Club
MacArthur Parade
MAIN BEACH QLD 4217

GL Receipt No. 5620092325

Date 07.10.2002

Issued at _____

Operator ID IZEVANS

System GATEWAY

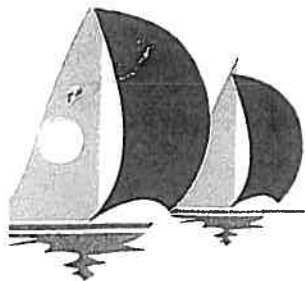
Payment Method Receipt Cheque
Amount **\$19,800.00**

Cheques are accepted subject to clearance

Apportionment Account	Description	Value \$
44504	Mooring Right Fees	18,000.00
SOUTHPORT BOAT HARBOUR - MOORING RIGHT FEES		
20125	GST Taxable Supplies	1,800.00
Total GST Payable		
Total Amount Received (incl GST) :		\$19,800.00

* These items do not attract GST

(GST is a Commonwealth Government imposed tax)



RW 110/153 (4)
P1348

SOUTHPORT YACHT CLUB INC.

January 20, 2000

Mr Ross Winks
Maritime Division
Queensland Transport
PO Box 107
SOUTHPORT QLD 4215

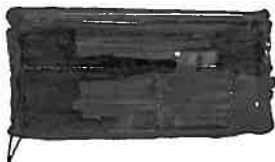
Dear Ross

I refer to Qld Transport's correspondence of January 11, 2000 regarding the Club's Swing Mooring Management Agreement.

Southport Yacht Club formally requests an extension to our Swing Mooring Management Agreement – Southport Boat Harbour for the three months 1 January – 31 March, 2000 inclusive.

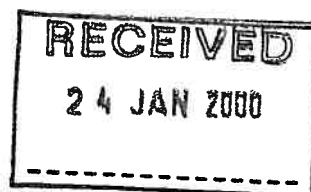
Payment for the abovementioned period has been made to Qld Transport. (receipt attached)

Sincerely



per

GARY CARNELL
General Manager



* received by fax 20/1/00 refer folio 3





Receipt

20 JAN 2000



Page 1 of 1

Receipt No. 5620048314

Date 18.01.2000

Issued at MOPS MAIN BEACH

Operator ID LJDEEN

System FIMS

Payment Method Receipt Cheque

Amount \$9,586.75

Cheques are accepted subject to clearance

Apportionment Account	Description	Amount \$	Invoice Credited
10122	Cash on Hand Spt Mar	9,586.75	Dr
3 Mths payment for swing moorings - SYC			
44504	Mooring Right Fees	9,586.75	Cr
3 Mths payment for swing moorings - SYC			

File

Maritime Division
Marine Operations - Gold Coast
40-44 Seaworld Drive
Main Beach QLD 4217
PO Box 107 Southport QLD 4215

Enquiries:
Telephone:
Facsimile:
Our Ref:

Ross Winks
55838279
55838288
710/00133[kw]

Your Ref:

24 January 2000

Mr G Carnell
General Manager
Southport Yacht Club
MacArthur Parade
MAIN BEACH QLD 4217

Dear Gary

SWING MOORING AGREEMENT - SOUTHPORT BOAT HARBOUR

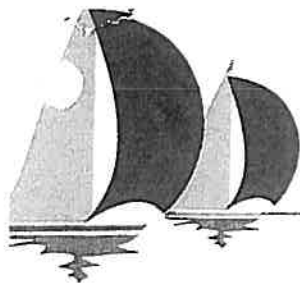
I refer to your letter dated 20 January 2000.

Queensland Transport hereby confirms its acceptance of your request for extension of the term of the agreement for three months until the 31 March 2000 and notes payment of the appropriate fee.

Yours sincerely



Captain John Littleton
A/REGIONAL HARBOUR MASTER (SE REGION)



RW

710/133

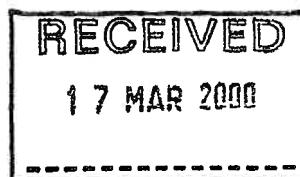
P2987

(6)

SOUTHPORT YACHT CLUB INC.

March 11th, 2000

Mr Ross Winks
Maritime Division
Queensland Transport
PO Box 107
SOUTHPORT QLD 4215



Dear Ross

Southport Yacht Club formally requests an extension to our Swing Mooring Management Agreement – Southport Boat Harbour for the three months 1 April, – 30th June,, 2000 inclusive.

Payment for the abovementioned is attached.

Sincerely


MARY CARNELL
General Manager





Receipt



Page 1 of 1

COPY

Receipt No. **5620049937**

Date **17.03.2000**

Issued at **Marine Operations**

Operator ID **KTWHICH**

System **GATEWAY**

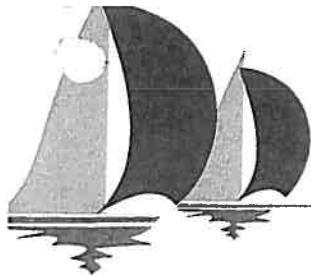
Payment Method **Receipt Cheque**

Amount **\$9,586.75**

Cheques are accepted subject to clearance

Apportionment Account	Description	Amount \$	Invoice Credited
10122	Cash on Hand Spt Mar	9,586.75	Dr
	EXTENSION FOR SWING MOORING MGMNT AGREEMENT		
44504	Mooring Right Fees	9,586.75	Cr
	EXTENSION FOR SWING MOORING MGMNT AGREEMENT		

Payment 1/4 - 30/6



RWW IRW
710/133
P4452
SOUTHPORT YACHT CLUB INC. (7)

RECEIVED

18 MAY 2000

May 16, 2000

Mr Russell Witt
Marine Operations
Queensland Transport
PO Box 107
SOUTHPORT QLD 4217

Dear Russell

**RE: SWING MOORINGS MANAGEMENT AGREEMENT –
SOUTHPORT BOAT HARBOUR**

The Club understands the By-Laws applicable to the above may not be rescinded prior to June 30, 2000. Southport Yacht Club would like to advise the Club would be agreeable to continuing the current three-monthly swing mooring management arrangement with Qld Transport.

In the interim, and to offset some of the Club's costs, we would appreciate being granted continued access to the Qld Transport barge to assist with the required repairs and maintenance work we carry out on the swing moorings.

The Club looks forward to working with Qld Transport in this and future projects.

Sincerely



GARY CARNELL
General Manager



Maritime Division
Marine Operations - Gold Coast
40-44 Seaworld Drive
Main Beach QLD 4217
PO Box 107 Southport QLD 4215

Enquiries: Ross Winks
Telephone: 55838279
Facsimile: 55838288
Our Ref: 710/00133[kw]

Your Ref:

27 June 2000

Mr G Carnell
General Manager
Southport Yacht Club
MacArthur Parade
MAIN BEACH QLD 4217

Dear Gary

SWING MOORING AGREEMENT - SOUTHPORT BOAT HARBOUR

I refer to your correspondence of 16 May 2000 seeking continuation of the existing management agreement on a three monthly basis until the existing bylaws are rescinded.

Queensland Transport accepts your offer to continue with the management of these swing moorings for the next three month period.

The management of the moorings is to be in accordance with the terms of the existing agreement.

The fee structure applicable to the charges levied on the mooring users shall be as specified in the agreement is to be strictly adhered to. Under no circumstances are additional fees, which the club may wish to charge mooring users for offered services outside the scope of the agreement, to be included with the mooring charges.

A GST component is to be incorporated into the fee structure, however the service component of the fee is not to exceed that specified in the bylaws. A GST component will also need to be incorporated into the fee payable to Queensland Transport.

Queensland Transport is GST registered with an ABN of 13200330520.

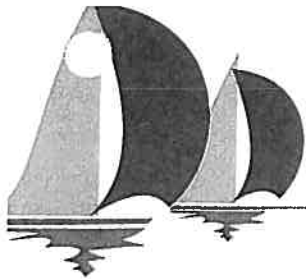
Queensland Transport will assist with maintenance of the swing moorings with the provision of a suitable vessel when required, provided this does not interfere with the Department's own work program.

It would be appreciated if you could arrange payment of the next three months dues at your earliest convenience.

Yours sincerely

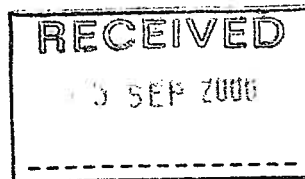
A handwritten signature in dark ink, appearing to be "RC Johnson", is written over a dark rectangular stamp or redaction mark.

REGIONAL HARBOUR MASTER (SE REGION)



P747 710/133
RW
(15)

SOUTHPORT YACHT CLUB INC.



Wednesday, 13 September 2000

Mr Ross Winks
Maritime Division
Marina Operations – Gold Coast
Queensland Transport
PO Box 107
SOUTHPORT QLD 4215

Dear Ross,

The Club seeks agreement for a further three-month management period for the swing moorings (under the existing terms and conditions) while the process of rescinding the existing by-laws is ongoing. The next three-month period would be from October to December 2000 inclusive.

Please advise if the Department is agreeable and if so a cheque will be drawn and dispatched.

Sincerely



Gary Carnell
General Manager



Pls. see me re

this



15/9



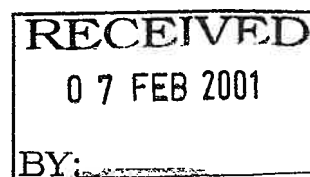


RW 710/133 (2)
P10985

SOUTHPORT YACHT CLUB INC.

Tuesday, 6 February 2001

Mr Ross Winks
Maritime Division
Marina Operations – Gold Coast
Queensland Transport
PO Box 107
SOUTHPORT QLD 4215



Dear Ross,

The Club is agreeable to your offer of a further two by three-month management periods for the swing moorings (under the existing terms and conditions). The periods requested encompass the existing three-month period from January to March 2001 followed by April to June 2001.

The Club acknowledges that it is Queensland Transport's intention to prepare and offer tender documents prior to the 30th June 2001 for longer-term management of the moorings, following the recent rescinding of the old By-Laws. Please contact the undersigned if Southport Yacht Club can provide assistance in your preparation toward the tender process.

The Club confirms its commitment to our ongoing partnership with Queensland Transport Marine Operations inclusive of our intention to tender for the management of the Yacht Basin swing moorings.

Sincerely

Gary Carnell
General Manager



Our ref 710/00133 (jw)
Your ref
Enquiries Ross Winks
Telephone +61 7 55838279
Facsimile +61 7 55838288

22 February 2001

Mr Gary Carnell
General Manager
Southport Yacht Club
MacArthur Parade
MAIN BEACH QLD 4217

Dear Mr Carnell

Swing Mooring Agreement - Southport Boat Harbour

I refer to your letter of 6 February 2001 confirming acceptance of our verbal offer for the continuation of the management agreement of the Department's 70 swing moorings for the three month periods, 1 January to 31 March 2001 and 1 April to 30 June 2001.

The existing management agreement has been modified where necessary to reflect the changes that have occurred with respect to G.S.T. and the rescinding of the Bylaws pursuant to Gold Coast Waterways.

The management of the swing moorings is to be strictly in accordance with the terms and conditions of this modified agreement.

The modifications are:

Preamble

The delegated officer for the State shall be the Maritime Director, Gold Coast Region.

Clause 2.0 Term

- 2.01 The agreement shall commence on 1 January 2001 and expire on 31 March 2001
- 2.02 The agreement may be extended under the same conditions, for one term of 3 months, to mutual agreement between the parties.

*Refer folio 76
Letter of 10 March 2001.*

Maritime Division
Gold Coast Region
40 -44 Seaworld Drive
Main Beach QLD 4217
PO Box 107 Southport QLD 4215
ABN 13 200 330 520
i/Letters/SYC mooring agreement-jw.lwp

Clause 3.0 Payment of Dues

3.01 The Southport Yacht Club shall pay the State at the commencement of each three (3) month term an amount of \$2,556.68, being \$2,324.25 + \$232.43 (10% GST) for management rights over the moorings. Additionally, the club shall also pay the State dues of \$103.75 (inclusive of GST) per swing mooring.

Clause 4.0 Subletting of Mooring Rights

4.02 The Club shall be entitled to charge sublettees fees as determined by the club, provided however, that such fees do not exceed the maximum charges prescribed below for subletting.

These maximum charges are:

- (i) Term Occupancy
\$27.00 (\$24.55 + \$2.45 [10% GST]) per metre or part thereof of the length of the vessel
- (ii) Casual Occupancy - regardless of the length of the vessel
 - \$ 7.00 (\$6.36 + \$0.64 [10% GST]) per day
 - \$ 44.00 (\$40.00 + \$4.00 [10% GST]) per week
 - \$152.00 (\$138.18 + \$13.82 [10% GST]) per month

5.0 Amendments to Charges

Deleted

The fee structure detailed above is to be strictly adhered to. Any additional fees, which the club may impose on mooring users by mutual agreement, for services offered which are outside the scope of this agreement, shall not be included with the mooring fees.

As this agreement, with the three month extension, if accepted, will expire on the 30 June 2001, pro-rata refunds will need to be made to sublettees who have already paid fees for the period which extends beyond that date.

It is anticipated that a new arrangement to manage the swing moorings will commence on 1 July 2001.

It is understood that Southport Yacht Club have an agreement with Gold Coast City Council to use part of the park adjoining the Yacht Club site for the storage of mooring users dinghies. It is requested the Club provide confirmation that this agreement is still in place.

Queensland Transport will again assist with the maintenance of the swing moorings with the provision of a suitable work boat when required, provided this does not interfere with the Department's own work program.

Two copies of the modified agreement are attached. Please have both copies signed and return one together with the payment of \$9,819.18 being the fees for the 3 month period, January to March 2001

Yours sincerely

Doug Woodbury
Director Maritime (Gold Coast)

*Enc (2)

MANAGEMENT AGREEMENT

MANAGEMENT AND MAINTENANCE SWING MOORINGS IN SOUTHPORT BOAT HARBOUR

AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF SWING MOORINGS IN THE SOUTHPORT BOAT HARBOUR

This agreement is made this the day of, 2001.

Between: The State of Queensland hereinafter referred to as the "State" whose delegated representative shall be the Maritime Director, Gold Coast Region, Maritime Division, Department of Transport.

and: Southport Yacht Club Incorporated of Southport Yacht Club, Macarthur Parade, Main Beach, Gold Coast (hereinafter called the "Club").

Whereas the State has under its control seventy (70) swing moorings within the area known as the Southport Boat Harbour at the locations shown on the drawing annexed hereto, hereby grants to the Club, mooring rights over those swing moorings subject to the following conditions:-

1.0 Responsibilities

1.01 The Club shall be responsible for:

- Sub-letting of moorings;
- Controlling usage of the moorings;
- Maintenance of the moorings; and
- Provision of facilities for use by the mooring occupants.

2.0 Term

2.01 This Agreement shall commence on the 1st day of January 2001 and expire on the 31st day of March 2001.

2.02 This Agreement may be extended under the same conditions, for one term, of three (3) months, subject to the mutual agreement between the parties.

2.03 Request for extension of the term shall be by written request and payment by the Club, in advance, of fees for the next term and acceptance of the extension of the term shall be by written confirmation by Queensland Department of Transport within fourteen (14) days of the date of receipt of payment.

2.04 Non-acceptance of the extension of a term of the agreement by Queensland Transport will result in a refund in full.

3.0 Payment of Dues

3.01 The Southport Yacht Club shall pay the State an amount of two thousand, five hundred and fifty six dollars and sixty eight cents (\$2,324.25 + \$232.43 [10% GST] = \$2,556.68) per term being for management rights over the moorings. Additionally, the Club shall also pay the State dues of one hundred and three dollars and seventy-five cents (\$103.75) inclusive of G.S.T. per term per swing mooring.

3.02 All dues payable to the State shall be in advance.

4.0 Subletting of Mooring Rights

4.01 The Club shall control usage of the moorings and sublet them to vessel owners.

4.02 The Club shall be entitled to charge sublettees fees as determined by the Club, provided however, that such fees do not exceed the maximum charges prescribed below for subletting. These maximum charges are:

- (i) Term Occupancy (3 months)
\$27.00 (\$24.55 + \$2.45 [10% GST]) per metre or part thereof of the length of the vessel
- (ii) Casual Occupancy - regardless of the length of the vessel
 - \$ 7.00 (\$6.36 + \$0.64 [10% GST]) per day
 - \$ 44.00 (\$40.00 + \$4.00 [10% GST]) per week
 - \$152.00 (\$138.18 + \$13.82 [10% GST]) per month

5.0 Security for Performance

5.01 A security bond to the value of \$5,000.00 shall be provided to ensure the due and faithful performance of this agreement.

5.02 This bond shall be in a form acceptable to the State's delegated representative and may be in the form of a Bank Guarantee from an approved Bank.

5.03 The bonded sum may be used either fully or in part to rectify any situation caused by the default of the Club of its responsibilities under this Agreement.

6.0 Insurance

6.01 The State shall be indemnified against all actions, claims, suits, etc., brought against the State in relation to this Agreement.

6.02 The Club shall provide insurance cover (including Public Liability cover) which, in the opinion of the State's delegated Representative, is considered adequate for the type of operation being undertaken. The State and Queensland Transport shall be nominated as co-insured in all insurance policies.

- 6.03 The Club shall provide copies of Insurance Policies or proof of payment of premiums for such policies on demand.

7.0 Worker's Compensation

- 7.01 The Club shall effect and maintain insurance to cover the Club against liability from claims arising from the death or injury of employees performing work in accordance with this agreement. Such insurance shall be in accordance with any relevant statute dealing with Worker's Compensation or Employer liability and shall be for unlimited common law liability. The Club shall ensure that any approved subcontractors are similarly covered for such claims.

8.0 Compliance with Acts, Regulations and By-Laws

- 8.01 The provisions of all relevant Acts of Parliament, Local Authority By-laws and amendments shall be complied with during the term of this Agreement.
- 8.02 In this regard, it will be necessary for the Club or a nominated person approved by the State's delegated representative to be conversant with and able to draw attention to breaches to these Acts and Regulations.
- 8.03 The Club shall also ensure that sub-lettees comply with all such provisions.

9.0 Management of Moorings

- 9.01 The Club shall be required to manage the moorings such that only suitably sized vessels are moored to the moorings. Interference between neighbouring vessels will not be permitted. Vessels of a size and displacement which exceed the capacity of the mooring will not be permitted.
- 9.02 No mooring shall be relocated without first obtaining the written approval of the State's delegated representative.
- 9.03 Maintenance of vessels shall not be undertaken whilst a vessel is moored at any of the moorings.
- 9.04 Vessels which are not in a seaworthy condition and which are not capable of propulsion under their own power shall not be moored to any of the moorings.
- 9.05 No vessel shall be moored to a mooring which, in the opinion of the State's delegated representative, is unsuitable for mooring in the area.
- 9.06 No vessel shall while moored to a mooring be used for commercial purposes.

- 9.07 The Club shall not sublet any mooring or group of moorings to any person or company with the intent to conduct a separate commercial enterprise, without first having obtained the written approval of the State's representative.

10.0 Maintenance of Moorings

- 10.01 The Club shall be responsible to maintain all moorings in a state of repair, satisfactory for their intended use for the term of the contract. In this regard, the Club is to provide all materials, equipment and suitably trained staff to ensure proper and adequate servicing of the moorings. Only official mooring buoys, which are to be purchased from Queensland Transport's Main Beach office, are to be used on the moorings.
- 10.02 The Club shall, at all reasonable times, permit Queensland Transport staff with workman and others to inspect the moorings for the purposes of ascertaining whether the moorings are being operated in accordance with the conditions of this agreement.
- 10.03 The condition of any mooring inspected and deemed to be below standard shall be immediately brought to the attention of the Club. Satisfactory repairs to the mooring shall be undertaken within 48 hours of notification having been received.

11.0 Use of Surveyed Vessels

- 11.01 Any vessels used in any operation associated with this contract shall be in current Queensland Transport Survey and manned by suitable certificated personnel.

12.0 Provision of Facilities

- 12.01 Ablution facilities including laundry facilities shall be provided and maintained on-shore, for persons using the swing moorings. The size, location and standard of these facilities shall be to the satisfaction of the Gold Coast City Council and the State's delegated representative.
- 12.02 On-shore facilities shall be provided and maintained for the receipt and disposal of garbage from vessels moored at the Swing Moorings. These facilities shall be located on the foreshore at locations approved by both the Gold Coast City Council and the State's delegated representative.
- 12.03 Adequate facilities shall be provided for the safe and secure storage of dinghies used in conjunction with vessels moored at the swing moorings. These facilities shall be located on the foreshore at locations in close proximity to the provided ablution facilities.

SIGNED on the of , 2001)
on behalf of the State of Queensland by)
D S Woodbury, Maritime Director,)
Gold Coast Region, Maritime Division, as delegate)
of the Honourable the Minister for Transport and)
Minister for Main Road in the presence of:)

Witness

SIGNED on the of , 2001)
on behalf of the Southport Yacht Club by)
SECRETARY/MANAGER in the presence of:)

Witness

(36)

Our ref 710/00133 (mjm)
Your ref
Enquiries Ross Winks
Telephone +61 7 55838279
Facsimile +61 7 55838288

14 March 2001

Mr Gary Carnell
General Manager
Southport Yacht Club
MacArthur Parade
MAIN BEACH QLD 4217

Dear Mr Carnell

Swing Mooring Agreement - Southport Boat Harbour

I refer to your letter of 6 February 2001 confirming acceptance of our verbal offer for the continuation of the management agreement of the Department's 70 swing moorings for period from 1 January to 30 June 2001.

The existing management agreement has been modified where necessary to reflect the changes that have occurred with respect to G.S.T. and other issues. As it is now some months into the term of the agreement is proposed to have only one period, expiring at 30 June 2001.

The management of the swing moorings is to be strictly in accordance with the terms and conditions of this modified agreement.

The modifications are:

Preamble

The delegated officer for the State shall be the Maritime Director (Gold Coast).

Clause 2.0 Term

2.01 The agreement shall commence on 1 January 2001 and expire on 30 June 2001.

Clause 3.0 Payment of Dues

3.01 The Southport Yacht Club shall pay the State an amount of \$5,113.36, being \$4,648.50 + \$464.86 (10% GST) for management rights over the moorings. Additionally, the club shall also pay the State dues of \$207.50 (inclusive of GST) per swing mooring.

Clause 4.0 Subletting of Mooring Rights

4.02 The Club shall be entitled to charge sublettees fees as determined by the club, provided however, that such fees do not exceed the maximum charges prescribed below for subletting.

Maritime Division
Gold Coast Region
40 -44 Seaworld Drive
Main Beach QLD 4217
PO Box 107 Southport QLD 4215
ABN 13 200 330 520
I:\wordpro\letters\SYC mooring agreement

These maximum charges are:

\$98.20

- (i) Full Term Occupancy (6 months)-
\$54.00 [\$49.10 + \$4.90 (10% GST)] per metre or part thereof of the length of the vessel;
- (ii) Casual Occupancy -
\$6.37 + \$0.63 (10% GST) per day
\$40.00 + \$4.00 (10% GST) per week
\$138.18 + \$13.82 (10% GST) per month

regardless of the length of the vessel.

Clause 5.0 Amendments to Charges

This clause has been deleted.

Clause 6.0 Insurances

These clauses have been amended slightly to clarify the Department's indemnity requirements.

The fee structure detailed above is to be strictly adhered to. Any additional fees, which the club may impose on mooring users by mutual agreement, for services offered which are outside the scope of this agreement, shall not be included with the mooring fees.

It is understood that Southport Yacht Club have an agreement with Gold Coast City Council to use part of the park adjoining the Yacht Club site for the storage of mooring users dinghies. It is requested the Club provide confirmation that this agreement is still in place.

Queensland Transport will again assist with the maintenance of the swing moorings with the provision of a suitable work boat when required, provided this does not interfere with the Department's own work program.

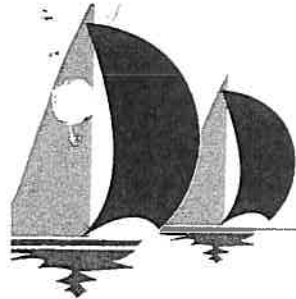
Two copies of the modified agreement are attached. Please have both copies signed and return one together with the payment of \$19,638.36 being the fees for the 6 month period, 1 January to 30 June 2001.

Yours sincerely



Doug Woodbury
Maritime Director (Gold Coast)

*Enc (2)

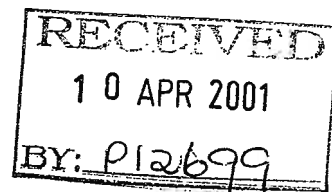


(42)

DW/RWW/RW.
copy of receipt
on 710/133

SOUTHPORT YACHT CLUB INC.

4TH April, 2001



Mr D Woodbury,
Qld Government,
Maritime Division
40 - 44 Seaworld Drive,
MAIN BEACH 4217

Dear Sir,

RE: SWING MOORING MANAGEMENT AND MAINTENANCE AGREEMENT -
SOUTHPORT BOAT HARBOUR

I refer to the abovementioned management agreement, and request a review of Clause 4.0 relating to the Subletting of Mooring Rights. As this clause now includes GST, the Clubs on-charge is actually decreased by 10%.

I have enclosed our cheque for \$19,638.36 for the management fee for six-month period 1st January 2001 to 30th June 2001. The Club awaits your response on Clause 4.0.

Yours faithfully,

GARY CARNELL





Tax Invoice / Receipt



ABN : 13200330520
Page 1 of 1

Copy

**SOUTHPORT YACHT CLUB
MacARTHUR PARADE
MAIN BEACH QLD 4217**

GL Receipt No. 5620068670

Date 10.04.2001

Issued at Marine Operations

Operator ID JZWILSO

System GATEWAY

**Payment Method Receipt Cheque
Amount \$19,638.36**

Cheques are accepted subject to clearance

Apportionment Account	Description	Value \$
44504	Mooring Right Fees	17,853.05
MOORING RIGHT FEES - 01/01/01 TO 30/06/01		
20125	GST Taxable Supplies	1,785.31
Total GST Payable		

Total Amount Received (incl GST) : \$19,638.36

* These items do not attract GST



SOUTHPORT YACHT CLUB INC.

MacARTHUR PARADE, MAIN BEACH,
GOLD COAST, QUEENSLAND. 4217



CHEQUE No.

017109

17109



Our ref 710/00133
Your ref
Enquiries Ross Winks
Telephone +61 7 55838279
Facsimile +61 7 55838288

19 June 2001

Mr G Carnell
Southport Yacht Club
MacArthur Parade
MAIN BEACH QLD 4217

Dear Mr Carnell

SWING MOORING AGREEMENT - SOUTHPORT BROADWATER

I refer to the Management and Maintenance Agreement for the Department's swing moorings in the Southport Boat Harbour currently in place and to your letter of 4 April 2001.

With regards to your letter of 4 April in which you request a review of clause 4.0 of the current agreement I advise that this matter was investigated by Queensland Transport personnel prior to our letter to you of 14 March 2001. It was found that amendments to the bylaws, under which the fee structure was set, to make them "GST-ised" was not possible due to the "preserved provisions" of the bylaws. Accordingly, there was no choice but to require that the GST component of the subletting fees be included in the existing fee structure. This issue is expected to be addressed in the future tendering process.

As you are aware the current management agreement expires on 30 June 2001. It was expected that tenders would be called and a new management agreement be in place to commence on 1 July 2001. However, due to circumstances beyond our control, this has not been possible. It may be several months before the tendering process can be completed.

Accordingly, it is requested that the Southport Yacht Club continue to manage the moorings on a monthly basis, under the same terms and conditions presently in place until new arrangements are in place.

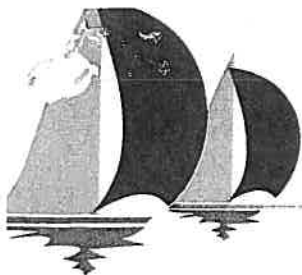
Yours early advice would be appreciated.

Yours sincerely



Doug Woodbury
Maritime Director (Gold Coast)

Marine Operations
Gold Coast Region
40-44 Seaworld Drive
MAIN BEACH QLD 4217
PO Box 107 SOUTHPORT QLD 4215
ABN 13 200 330 520



RW 7/10/133
P16080

SOUTHPORT YACHT CLUB INC.

Monday, 23 July 2001

Mr Doug Woodbury
Maritime Director (Gold Coast)
Queensland Transport
PO BOX 107
SOUTHPORT QLD 4215

Dear Mr Woodbury,

As previously advised the Club is agreeable to your request to continue to manage the swing moorings through the transition period and until the tender process is complete. The Club has also offered assistance in the past with the provision of relevant feedback to assist you with the preparation of a tender that perhaps recognise current needs and wants of the boating public. After many years of managing the swing moorings if some input may be seen as beneficial Southport Yacht Club would be happy to assist.

Please accept this as a formal request for issue of a tender document in favour of Southport Yacht Club Incorporated.

Sincerely

Gary Carnell
General Manager

*Noted
Have further picked up
done on Monday 30/6. for SYC
& Regatta Sec*

RECEIVED:
Amount: \$9819.18
Date: 31.7.01
R/N:
Init:

Cheque enclosed: \$9819.18





Tax Invoice / Receipt



ABN : 13200330520
Page 1 of 1

Southport Yacht Club
MacArthur Parade
MAIN BEACH
Q 4217

GL Receipt No. 5620074163

Date 31.07.2001

Issued at MOPS MAIN BEACH

Operator ID LJDEEN

System GATEWAY

Payment Method Receipt Cheque
Amount **\$9,819.18**

Cheques are accepted subject to clearance

Apportionment Account	Description	Value \$
44504	Mooring Right Fees	8,926.53
	Payment for mooring in Southport Boat Harbour	
20125	GST Taxable Supplies	892.65
	Total GST Payable	

Total Amount Received (incl GST) : \$9,819.18

* These items do not attract GST

Our ref 710/00133 (jw)
Your ref
Enquiries Ross Winks
Telephone +61 7 55838279
Facsimile +61 7 55838288

18 July 2001

Mr G Carnell
Southport Yacht Club
MacArthur Parade
MAIN BEACH QLD 4217

Dear Mr Carnell

Swing Mooring Agreement - Southport Broadwater

I refer to our letter to you of 19 June 2001 in which we requested that the Southport Yacht Club continue to manage the swing moorings on a monthly basis until new arrangements are in place.

No formal advice has been received from you regarding your acceptance or otherwise of our request, however it is understood that you are continuing to manage the moorings.

It would seem that the Department is now in a position to proceed with the calling of tenders for the management and maintenance of the seventy swing moorings in the southern Broadwater. It is expected that tenders will be advertised this Saturday, 28 July 2001, and a formal agreement be in place by the end of September to allow commencement of the new arrangements on 1 October 2001.

Accordingly, the Department requests that the Southport Yacht Club continue to manage the swing moorings until 30 September 2001, under the terms and conditions of the management agreement that was in place until 30 June 2001.

Your written confirmation of this, together with payment of \$9,819.18 being fees for the three month period, would be appreciated at your earliest convenience

Yours sincerely



Doug Woodbury
Maritime Director (Gold Coast)

Maritime Division
Gold Coast Region
40 -44 Seaworld Drive
Main Beach QLD 4217
PO Box 107 Southport QLD 4215
ABN 13 200 330 520
i/Wordpro/Letters/SYC_swing moorings-jw

✧ INVITATION FOR OFFER FOR SUPPLY OF SERVICES ✧

**MANAGEMENT AND MAINTENANCE
OF CROWN OWNED SWING MOORINGS
IN THE SOUTHPORT BROADWATER**

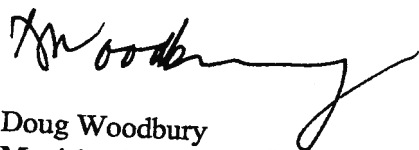
Queensland Transport
Maritime Division
Gold Coast Region
44 Seaworld Drive
IN BEACH QLD 4217

**MANAGEMENT AND MAINTENANCE
OF CROWN OWNED SWING MOORINGS
IN THE SOUTHPORT BROADWATER**

This is an invitation for an offer for the supply of services to Manage and Maintain seventy (70) crown owned swing moorings located in the southern part of the Southport Broadwater.

The documents included with this invitation include the following:

- General Conditions of Offer
- Supplementary Information
- Offer Form
- Specification
- Swing Mooring Location Drawing



Doug Woodbury
Maritime Director (Gold Coast)
Gold Coast Region

GENERAL CONDITIONS OF OFFER

1. INTERPRETATION

In these conditions -

"**agreement**" means a contract between the Principal and the Supplier constituted by the tender documents;

"**closing date**" means the time and date specified in the invitation by which offers must be received;

"**goods**" includes materials, plant or equipment;

"**GST**" means the goods and services tax which results from the enactment of a New Tax System (Goods and Services Tax) 1999 and related Acts, Regulations and amendments ("the GST Acts") which constitute the Commonwealth taxation reform;

"**invitation**" means all the documentation supplied or referred to in this invitation to offer;

"**offeror**" means any person replying to the invitation;

"**Principal**" means the State of Queensland acting through the Department of Transport or other party specified in the invitation on whose behalf the Department of Transport issued the invitation.

"**services**" means any services to be supplied pursuant to this invitation to offer and the agreement;

"**Supplier**" means the person or company whose offer has been accepted;

"**tender documents**" means the documents specified in the invitation which constitute the agreement and if not so specified, means the invitation, all conditions of contract, the specification, the offer, the Principal's letter of acceptance and any written agreement between the parties;

"**Tax Invoice**" means a Tax Invoice within the meaning of the GST Acts and which complies with the requirements of the GST Acts in all respects.

If the Supplier is constituted by more than one person or corporation, the obligations of each of the persons and corporations comprising the Supplier will be joint and several.

2. ACCEPTANCE AND CANCELLATION OF STANDING OFFER ARRANGEMENTS, REGISTERS OF PRE-QUALIFIED SUPPLIERS, PANELS AND PREFERRED SUPPLIER ARRANGEMENTS

If offers are invited for participation in a standing offer arrangement, register of pre-qualified suppliers, panel or preferred supplier arrangement -

- (a) acceptance of an offer will not create any legal relationship between the Principal and a successful offeror;
- (b) the Principal will not be obliged to purchase all or any of its requirements pursuant to the arrangement;
- (c) the Principal may, subject to the completion of any outstanding orders, cancel the arrangement at any time by written notice to the successful offeror;
- (d) the successful offeror may, subject to the completion of any outstanding orders, cancel the arrangement at any time by written notice to the Principal.

3. **WITHDRAWAL OF OFFER**

An offer may be withdrawn at any time prior to the closing date by written notice to the Principal.

4. **COMMUNICATION**

Any correspondence regarding this invitation must be made in writing or by facsimile. Enquiries regarding the offer documents should be directed to the Purchasing Officer specified in the Supplementary Information.

Offerors should note that any verbal or telephone (voice) enquiries received in regard to this offer will not be acknowledged and will not be dealt with by any member of the Principal's department.

Oral advice or information given or obtained in respect of this invitation will not constitute a warranty or a representation to the offeror or prospective offeror and will not be binding on the Principal.

The Principal will be bound only by advice or information furnished to the offeror in writing.

5. **ESSENTIAL INFORMATION**

Offers must include the following information -

- (a) in the case of an offer by an individual, the person's full name and address;
- (b) in the case of an offer under a business name, the names and address of all proprietors, Australian Registered Body Number or Registered Business Number and the address of the principal place of business;
- (c) in the case of an offer by a company, the full name of the company, the Australian Company Number and the address of the registered office of the company;
- (d) the offeror's Australian Business Number.

6. **OFFEROR'S DETAILS**

Offerors may be requested by the Principal to provide documentary evidence of their trading status (i.e.. partnership, company, trust) by a specified time in order for the offeror's offer to be considered or accepted.

7. **FORMAT OF OFFER AND MODE OF SUBMISSION**

Offers must be -

- (a) submitted in **DUPLICATE** in the form of the attached offer;
- (b) signed by the person or persons making the offer or, if a company, signed by an appropriately authorised person from the company;
- (c) lodged in the offer box at the location specified in the invitation in a sealed envelope endorsed on the front with the offer number and closing date.

Offers must remain valid for 60 days.

8. **NO RETURN OF DOCUMENTS**

All offer documents will be retained by the Principal.

9. LATE OR NON-CONFORMING OFFERS

Any offer -

- (a) not lodged before the closing time and date; or
 - (b) which does not comply in every respect with any of the relevant offer conditions, drawings, brief or specifications;
- may not be considered, at the sole discretion of the Principal.

10. OFFERS BY FACSIMILE OR E-MAIL

Offers by facsimile or E-mail will not be considered.

11. PART OFFERS

Unless otherwise specified in the invitation, offers submitted for part of the requirements will not be considered.

12. PRICES OFFERED

Prices offered must:

- (a) be expressed in Australian currency;
- (b) be inclusive of any relevant duty charges;
- (c) be inclusive of GST;
- (d) include all charges necessary and incidental to proper delivery and acceptance (except exchange rate variations) including packing, delivery, freight and insurance.

Offers must also:

- (e) specify the amount of GST included in the price or alternatively include a statement that GST amounts to 1 / 11th of the price;
- (f) specify the particulars of the price formula and all variables if the price submitted is subject to fluctuation; and

Duty and exchange rate variations on imported goods and materials will be at the offeror's risk unless otherwise indicated in the invitation.

13. POST OFFER NEGOTIATIONS

The Principal reserves the right to have post offer negotiations with prospective suppliers who have been short listed on the basis of their offer.

14. ACCEPTANCE

The Principal reserves the right to -

- (a) accept one offer, or more than one offer, for the whole of its requirements;
- (b) accept separate offers for any portion of its requirements;
- (c) accept one offer, or more than one offer, for any portion of its requirements; or
- (d) not accept any of the offers.

The lowest priced offer, after allowing for any input tax credits available to the Principal, will not necessarily be accepted and in the event of the offeror supplying services which do not comply with the requirements of this specification, the right to contract with other parties is reserved.

In the event of any failure by the offeror to comply with the provisions of the offer, the Principal reserves the right to arrange for the supply and delivery of the relevant services from an alternative source. Any expenses incurred as a result thereof will be a debt due and recoverable from the offeror.

15. FREEDOM OF INFORMATION

The Freedom of Information Act 1992 (FOI), gives members of the public rights of access to official documents of the Principal. The Act extends, as far as possible, the right of the public to have access to information (usually documents) in the possession of the Principal limited only by exceptions and exemptions necessary for the protection of the public interests and the private and business affairs of persons in respect of whom information is collected and held by the Principal. Therefore all documentation supplied by the offeror may be subject to release under the FOI Act unless specifically exempted.

16. CONFIDENTIALITY

The Principal will take all reasonable steps to safeguard any confidential information supplied by the offeror. However, in view of the Freedom of Information Act, the Principal cannot guarantee the confidentiality of all information in the offers. Clause 45(1) of the Freedom of Information Act which details exempt matters is reproduced as follows:

"45(1) Matter is exempt if -

- (a) its disclosure would disclose information trade secrets of an agency or another person;
- (b) its disclosure -
 - (i) would disclose information (other than trade secrets) that has a commercial value to an agency or other person; and
 - (ii) could reasonably be expected to destroy or diminish the commercial value of the information; or
- (c) its disclosure -
 - (i) would disclose information (other than trade secrets and information mentioned in paragraph (b)) concerning the business, professional, commercial and financial affair of an agency or another person; and
 - (ii) could reasonably be expected to have any adverse effect on those affairs or prejudice the future supply of such information to government unless its disclosure would, on balance, be in the public interest."

Offerors are advised to highlight any information of a confidential nature by labelling all such information "Commercial in Confidence".

17. INNOVATIVE SUGGESTIONS

Offerors may include details of innovative or creative solutions about the subject matter of the offer. Alternative offers which provide innovative solutions to meet the Principal's requirements may be considered at the discretion of the Principal.

18. GUARANTEE

Materials used in the performance of and all works undertaken under the agreement must be guaranteed by the offeror for a period of at least twelve (12) months from the date of delivery to the Principal.

The offeror will at their own expense collect and replace any goods which are defective due to faulty components or workmanship during this guarantee period.

19. SUBCONTRACTORS

When the offeror is not the prime supplier of an item or service offered, the offeror must provide the subcontractor's name and address. The successful supplier will be responsible in every respect for the performance of subcontractors in meeting the requirements of the specification, and all terms and conditions of this invitation.

20. ADVERTISING

No advertising relating to the awarding of any contract or arrangement will be published in any advertising medium without the prior written approval of the Principal.

21. WORK SITES

Any person or company intending to submit an offer where on site services are required must visit the sites or otherwise satisfy themselves as to the facilities and conditions at the work sites.

22. PERSONNEL

Offers must include particulars of the personnel including back up personnel, who will perform the services, including details of their experience and qualifications.

23. SERVICE DELIVERY

The Supplier will -

- (a) provide the services in accordance with the tender documents and within the time required; and
- (b) in providing the services, exercise a standard of care and perform to a level of skill commensurate with that which would be expected of an experienced and competent person in the provision of like services.

The Supplier will report to the person nominated by the Principal by written notice to the Supplier and will attend meetings with the Principal as required.

24. SUPPLIER'S RESPONSIBILITIES

The Supplier must not represent itself and ensure that its employees, approved subcontractors and agents do not represent themselves as being employees or agents of the Principal. It is the express intention of the parties that such relationships do not exist.

25. PRINCIPAL'S PREMISES AND FACILITIES

If the Supplier is granted the use of the Principal's premises or facilities, the Supplier will comply with all reasonable directions and procedures relating to security and to workplace health and safety in relation to the premises or facilities notified to the Supplier by the Principal.

26. SUPPLY OF LABOUR, MATERIALS AND PLANT

The Supplier shall provide at their own cost and expense all labour, materials, plant, equipment and everything necessary to efficiently provide the services required under the agreement.

27. OFFER EVALUATION - CONFORMING

The following factors will be taken into account in the evaluation of conforming offer.

- (a) *Ability/Experience*: The offerer should state what ability or experience they have in the management of swing moorings.
- (b) *Equipment/Facilities*: The offerer should state the type of equipment and facilities proposed for the management of the swing moorings.
- (c) *Personnel*: The offerer should provide a resume including details of marine qualifications where necessary of all personnel proposed to be used in the management of the swing moorings.
- (d) *Financial Capacity*: The offerer should state the financial capacity of the organisation.

28. OFFER EVALUATION - NON-CONFORMING / INNOVATIVE

Offers containing innovative or creative solutions about the subject matter will be evaluated on their merits with respect to the overall objectives of the invitation, including the criteria included in clause 27 above.

It shall be at the Principal's absolute discretion not to consider an offer further or undertake discussion with the offerer.

SUPPLEMENTARY INFORMATION

BACKGROUND

The State of Queensland, through the Queensland Department of Transport, Maritime Division, Gold Coast Region, has under its control seventy (70) swing mooring located in the southern part of the Southport Broadwater as shown on the attached drawing.

It is proposed through this offer to enter into an agreement with the successful Offeror for the management and maintenance of the swing moorings for a period of twelve (12) months.

SCOPE OF WORK

The scope of the work to be undertaken under the agreement includes the management of the swing moorings on behalf of the State (including the hiring of the swing moorings), the maintenance of the moorings to a condition satisfactory for their intended use, and the provision of the necessary facilities, all in accordance with the requirements of the specification.

THE PRINCIPAL AND PROJECT OFFICER

For the term of the agreement the Principal shall be the State of Queensland acting through the Department of Transport, Maritime Division, Gold Coast Region. The Project Officer shall be the Maritime Director, Gold Coast Region, located at 40-44 Seaworld Drive, Main Beach, Telephone (07) 5583 8300, Facsimile (07) 5583 8288.

THE PURCHASING OFFICER

The Purchasing Officer shall be the Manager (Marine Infrastructure), Gold Coast Region, located at 40-44 Seaworld Drive, Main Beach, Telephone (07) 5583 8300, Facsimile (07) 5583 8288.

Communication in relation to any matter associated with this offer should be directed, in writing, to:

The Maritime Director (Gold Coast)
Attention: Manager (Marine Infrastructure)
Queensland Transport - Maritime Division
Gold Coast Region
PO Box 107
SOUTHPORT QLD 4215

LODGEMENT PROCEDURE

All offers are to be clearly marked with the invitation number and posted or delivered to:

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

or

40-44 Seaworld Drive
MAIN BEACH QLD 4217

Offers are to be received no later than 12:00 noon on Friday, 24 August 2001.

**QUEENSLAND TRANSPORT
MARITIME DIVISION
GOLD COAST REGION**

OFFER FORM

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

From:
(Individual/Company Name)

.....
(Address)

.....

1/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**.

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

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

\$
(Total amount in words)

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

Name and Address of Offeror

Name and Address of Witness

.....
.....
.....

.....Post Code.....Post Code.....

Telephone: (.....).....Telephone: (.....).....

.....
(Signature) (Signature)

Date:/...../.....

Date:/...../.....

My/Our Workers Compensation Policy No. is and is valid until

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

****My full name and address being as follows:**

.....
.....

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

.....
.....
.....

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

.....A.C.N

****Strike out whichever is not applicable**

Please supply the following information:

Name and Title of Person for Correspondence

Address:
.....
.....

Telephone and Facsimile Number

SIGNATURE OF OFFEROR (DATE)

SIGNATURE OF WITNESS (DATE)

TYPE OF OFFER

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

Signed Date
(Offerer)



(Please tick)

Signed Date
(Witness)

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)



(Please tick)

Signed Date
(Witness)

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

SPECIFICATION

1. SCOPE OF WORKS

- 1.1 The scope of the work to be undertaken under the agreement includes the management of seventy (70) swing moorings on behalf of the State (including the hiring of the swing moorings), the maintenance of the moorings to a condition satisfactory for their intended use, and the provision of the necessary facilities, all in accordance with the requirements of this specification.

2. Location of Swing Moorings

- 2.1 The location of the swing moorings are generally as shown on the drawing S4GC-1
- 2.2 The swing moorings which are the subject of this offer are numbered SB-001 to SB-070.
- 2.3 Swing moorings numbered SQ-001 to SQ-004 do **not** form part of this offer.

3. Term of the Agreement

- 3.1 The term of the agreement shall initially be twelve (12) months commencing on a mutually agreed date to be determined and specified in the agreement
- 3.2 Subject to the satisfactory performance of the Supplier, and if mutually agreeable, the agreement may be extended for an additional twelve (12) month period.
- 3.3 Any application to extend the term of the agreement shall be made in writing to the Project Officer, and shall be at least two (2) months before the expiry date of the agreement.

4. Payment of Fees

- 4.1 The payment of fees to the State detailed in the Offer Form shall be made in advance and shall be made to the Project Officer at the Gold Coast Regional office at 40 - 44 Seaworld Drive, Main Beach, or any other address notified by the Principal to the offeror from time to time.

5. Indemnity

- 5.1 The Supplier shall indemnify and keep indemnified, the State of Queensland, its employees, servants and agents ("the State) against any claim or proceeding, whether arising from personal injury or property damage, and any cost and expenses incurred as a result, that may be made or brought by any person or corporation against the State arising out of or in any way connected with the activities to be undertaken.

6. Insurance

- 6.1 The Supplier shall provide insurance cover (Including public risk and property damage insurance), to a value of at least ten million dollars (\$ 10,000,000) for any individual claim. The State of Queensland shall be nominated as co-insured on the insurance policy.

- 6.2 The Supplier shall effect and maintain insurance to cover itself against liability from claims arising from the death or injury of employees performing work in accordance with operations under the agreement. Such insurance shall be in accordance with any relevant statute dealing with Workcover Queensland or Employer Liability and shall be for unlimited common law liability. The Supplier shall ensure that any approved subcontractors are similarly covered for such claims.
- 6.3 The Supplier must provide evidence of all insurances to the Principal within one month of execution of the agreement.

7. Changes in Number of Swing Moorings

- 7.1 If requested in writing by the Supplier, consideration will be given to increasing or reducing the number of swing moorings. (Increasing the number will first require the relevant approval process being complied with.)
- 7.2 Additional payment or refund will be calculated on a pro-rata basis per swing mooring per month of the tendered amount, for the remainder of the term.

8. Subcontracting and Assignment

- 8.1 The Supplier will not subcontract without the prior written consent of the Principal.
- 8.2 Any consent given by the Principal for the Supplier to subcontract -
 - (a) may be conditional;
 - (b) will not operate as an authority to transfer responsibility to the subcontractor; and
 - (c) will not relieve the Supplier from any of its liabilities or obligations.
- 8.3 The Supplier will not assign the agreement or arrangement or any of the benefits under it without the prior written consent of the Principal.

9. Compliance with laws

- 9.1 The Supplier will comply with all relevant laws of the State, Commonwealth, local Council or any other authority having the power to make binding laws on the Supplier. The Supplier will be required to nominate a person in their employ, who is conversant with these laws, to be able to draw attention to breaches.

10. Confidential Information - Supplier

- 10.1 The Supplier will, and will ensure that all persons employed by the Supplier, keep confidential any information obtained in the course of performing the arrangement or agreement.
- 10.2 If required by the Principal by written notice to the Supplier, the Supplier's employees or agents will provide a confidentiality undertaking in a form acceptable to the Principal.
- 10.3 In the event of any breach of a confidentiality undertaking entered into pursuant to this clause in relation to an agreement, the Principal may, by written notice to the supplier, terminate the agreement.

11. Acceptance of conditions

- 11.1 Subject to clause 17.6, all offerors must agree to each of the requirements and conditions of this invitation. Any variation, qualification or amendment to the requirements or conditions not permitted under clause 17.6 will constitute a non conforming offer.

12. Additional Information to be submitted with Offer

- 12.1 Offerors shall submit with their offer, the following;
- (i) a statement of experience on similar works, and
 - (ii) a banker's certificate regarding financial capacity to carry out the work or services.

13. Service of Notices

- 13.1 All notices to be served by the Supplier on the Principal shall be posted by prepaid post to the Project Officer at PO Box 107, Southport Qld 4215, or delivered to 40-44 Seaworld Drive, Main Beach, or any other such address supplied by the Principal to the Supplier from time to time, or sent by facsimile to a number advised to the Supplier from time to time.
- 13.2 All notices to be served by the Principal on the Supplier may be signed by the Project Officer and posted by prepaid post or delivered to the Supplier at its usual place or last known place of abode or business, or sent by facsimile to a number advised to the Principal from time to time.
- 13.3 Any notice or instruction in writing under these conditions shall, when posted in a prepaid letter addressed in accordance with the above, be deemed to have been duly given and received at the time at which in the ordinary course of post it would have reached that address, or, if sent by facsimile, be given at the time the sender's machine prints a transmission receipt including an acknowledgement from the recipient's facsimile machine that all of the message was successfully received, provided the message is received before 5pm on a day the Principal is ordinarily open for business. If the message was received after 5pm then it will be deemed to have been delivered on the next day the Principal is ordinarily open for business.

14. Hiring of Moorings

- 14.1 The Supplier shall hire the swing moorings to vessel owners/masters for the casual or permanent mooring of a nominated vessel.
- 14.2 The Supplier shall be entitled to charge hirers fees as determined by it, provided however, that such fees do not exceed the maximum charges prescribed below.
- 14.3 The maximum fees able to be charged are:
- (1) *Annual Occupancy:*
\$108.00 plus 10% G.S.T per annum per metre or part thereof of the length of the vessel;
 - (2) *Casual Occupancy:*
 - \$ 7.00 plus 10% G. S.T. per day
 - \$ 44.00 plus 10% G. S.T. per week
 - \$ 152.00 plus 10% G. S.T. per monthregardless of the length of the vessel.
- 14.4 Any additional fees that the Supplier wishes to charge hirers for the use of facilities which are not an integral part of the agreement, shall be separate from the hire fees and clearly defined to the mooring users.
- 14.5 The Supplier shall be required to maintain a suitable set of records detailing the name of the vessel, owner's/master's name, contact address and telephone number, and any other relevant information which will assist with ease of contact of the owner/master. The period of the hire shall also be included. The Project Officer shall have the right to inspect these records at any time.

15. Use of Moorings

- 15.1 The Supplier shall be required to manage the swing moorings such that only suitably sized vessels, which will not interfere with vessels on adjoining moorings, are moored to the swing moorings.
- 15.2 No maintenance work, other than minor upkeep, shall be undertaken on vessels while moored to the moorings.
- 15.3 Unseaworthy vessels shall not be permitted to moor to the swing moorings. The seaworthiness of a vessel shall be as determined by an accredited Marine Surveyor appointed by the Supplier, details of which must be supplied to the Principal upon signing the agreement and immediately after any change in who is appointed as the Marine Surveyor.
- 15.4 No swing mooring or group of swing moorings shall be hired to any person or company for the purpose of conducting a separate commercial enterprise with the swing moorings.
- 15.5 No commercial business of any kind shall be conducted from vessels moored to the swing moorings. Vessels displaying advertising signage shall only be permitted if approved in writing by the Project Officer.

16. Maintenance of Swing Moorings

- 16.1 All swing moorings have recently been inspected by departmental divers and any necessary repairs undertaken, however, it will be the responsibility of the Supplier to satisfy itself that the condition of each swing mooring is satisfactory for its intended use. All swing moorings are to be maintained by the Supplier, in a state of repair satisfactory for their intended use for the term of the agreement.
- 16.2 The Supplier will be required to provide all materials, equipment and suitably trained and qualified staff to ensure proper and adequate servicing of the moorings. Only official mooring buoys, which are to be purchased from the Principal, are to be used on the swing moorings.
- 16.3 The Supplier shall at all reasonable times permit departmental staff with workmen and others to inspect the swing moorings for the purpose of ascertaining whether the swing moorings are being managed and maintained in accordance with the conditions of the agreement.
- 16.4 The condition of any swing mooring that has been inspected and is considered to be below a reasonable standard, shall be notified to the Supplier. The defective mooring shall be immediately repaired to the satisfaction of the Project Officer.
- 15.5 Any vessels to be used in any operation associated with works to be undertaken under the agreement shall be commercially registered and of a size and type suitable for the type of work to be undertaken.

17. Provision of facilities

17.1 Ablution Facilities

The Supplier shall be required to provide and maintain in good and clean order, adequate onshore ablution facilities, consisting of separate male and female showers, hand basins and toilet facilities for the use of persons using the swing moorings. The size, location and standard of these facilities shall be to the satisfaction of the Project Officer.

17.2 Garbage Disposal Facilities

The Supplier shall be required to provide and maintain in good and clean condition onshore facilities for the receipt and disposal of garbage from vessels moored at the swing moorings. The size, location and standard of these facilities shall be to the satisfaction of the Project Officer.

17.3 Dinghy Storage Facilities

The Supplier shall be required to provide facilities for the onshore storage of dinghies used as tenders to vessels moored at the swing moorings. Short term dinghy storage shall be provided in a location convenient to the ablution and garbage disposal facilities for the use of persons hiring the swing moorings, while using these facilities. Long term dinghy storage shall also be provided in a suitable and convenient location on land under the control of the Supplier.

17.4 Car Parking

The Supplier shall be required to provide a number of carparking spaces for use of swing mooring hirers. The number to be provided shall be 1 carparking space for every 5 (or part thereof) swing moorings.

17.5 All the abovementioned facilities are to be provided on land under the control and ownership of the Supplier and are to be provided at no additional cost to the hirer of the swing moorings. Where the onshore facilities are proposed to be provided on land not owned by the supplier or under lease to the Supplier, then written approval of the land owner or lessor to use the land for this purpose is to be provided **with the submitted Offer**.

17.6 Offerors may wish to provide innovative or creative solutions about the subject matter, exclude the provision of some of the above facilities from their offer, or provide additional features, however, to comply with the requirements of the *Transport Infrastructure (Gold Coast Waterways) Management Plan 2000, Part 4*, living aboard vessels at the swing moorings will only be permitted where ablution facilities are provided

17.7 Alternative offers which provide innovative or creative solutions to meet the Principal's requirements may be considered at the absolute discretion of the Principal.

18. Stamp Duties and Other Charges

18.1 Any Stamp Duties or other charges that may be payable in the execution of the agreement document shall be borne by the Supplier.

9. Termination

19.1 Without prejudice to any other right the Principal may have, the Principal may terminate the agreement by written notice as of the date specified in the notice if a winding up application is made, a receiver is appointed or any other arrangements or proceedings are entered into for the purpose of insolvency administration in relation to the Supplier.

19.2 The Agreement will terminate:

- (a) upon a breach of any clause of the agreement by either party that is not remedied pursuant to clause 20, or is not capable of remedy; or
- (b) by the mutual consent of both parties, upon such terms and conditions to be determined between the parties.

0. Default Remedy

20.1 If:

- (a) either party gives the other party a written notice specifying a default and stating that if the party allegedly in default fails to rectify the default in the way specified in the notice within 7 days after receipt of the notice the agreement may be terminated; and
- (b) the party receiving the notice fails to comply with the notice;

the party giving the notice may terminate the agreement by written notice to the Supplier as of the date specified in the notice.

For the purposes of this clause a "default" means any failure on the part of either party to comply with its obligations under the agreement which is capable of rectification.

21. Dispute Resolution

21.1 Any dispute arising between the parties will be dealt with as follows:

- (a) the party claiming that a dispute exists will give to the other party written notice of the dispute together with particulars of the dispute;
- (b) the parties will first meet and use all reasonable endeavours, in good faith, to settle any dispute between them in the first instance by negotiation;
- (c) in the event that any dispute cannot be resolved by negotiation, either party may then refer the dispute to mediation, in which case the mediator shall be appointed by the President of the Queensland Law Society; and
- (d) only after endeavouring to settle the dispute in the manner set out above may a party commence legal proceedings to resolve the dispute.

The cost of the dispute resolution by negotiation or mediation shall be borne equally by the parties.

SYNCHRONIZING NUMBER	DGPS WAYPOINTS	EASTING MGA	NORTHING MGA	TAG	LATITUDE	LONGITUDE
	15	541530.6	6905237.0	SB001	27° 58.63985'	153° 25.33806'
	780	541516.2	6905275.7	SB002	27° 58.61892'	153° 25.32919'
3	751	541544.5	6905310.1	SB003	27° 58.60023'	153° 25.34639'
4	1021	541572.9	6905310.3	SB004	27° 58.60007'	153° 25.36371'
	153	541586.7	6905336.6	SB005	27° 58.58580'	153° 25.37208'
6	1023	541575.8	6905379.7	SB006	27° 58.56248'	153° 25.36534'
7	754	541605.5	6905364.8	SB007	27° 58.57049'	153° 25.38349'
8	769	541584.9	6905409.1	SB008	27° 58.54654'	153° 25.37083'
9	755	541627.3	6905405.5	SB009	27° 58.54841'	153° 25.39670'
10	768	541603.6	6905443.9	SB010	27° 58.52765'	153° 25.38216'
	18	541641.5	6905451.3	SB011	27° 58.52357'	153° 25.40527'
12	767	541621.0	6905468.0	SB012	27° 58.51457'	153° 25.39273'
	42	541654.5	6905482.5	SB013	27° 58.50665'	153° 25.41313'
	154	541630.6	6905515.5	SB014	27° 58.48882'	153° 25.39848'
	277	541663.3	6905538.7	SB015	27° 58.47620'	153° 25.41838'
16	3	541695.9	6905569.9	SB016	27° 58.45924'	153° 25.43820'
17	1018	541671.7	6905605.1	SB017	27° 58.44022'	153° 25.42337'
18	4	541694.7	6905622.5	SB018	27° 58.43075'	153° 25.43736'
19	20	541659.7	6905634.9	SB019	27° 58.42410'	153° 25.41598'
20	72	541680.1	6905665.8	SB020	27° 58.40732'	153° 25.42836'
21	140	541656.3	6905699.5	SB021	27° 58.38912'	153° 25.41377'
22	761	541666.4	6905742.3	SB022	27° 58.36591'	153° 25.41984'
23	141	541676.9	6905904.3	SB023	27° 58.27815'	153° 25.42591'
24	794	541706.0	6905867.5	SB024	27° 58.29803'	153° 25.44374'
25	308	541718.6	6905915.9	SB025	27° 58.27179'	153° 25.45132'
26	798	541745.4	6905885.6	SB026	27° 58.28815'	153° 25.46773'
27	73	541704.7	6905954.1	SB027	27° 58.25113'	153° 25.44276'
28	307	541757.8	6905935.9	SB028	27° 58.26088'	153° 25.47519'

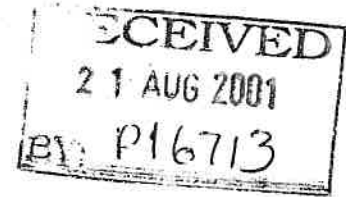
30	53	541734.4	6905957.7	SB030	27° 58.24912'	153° 25.46087'
31	800	541790.2	6905937.5	SB031	27° 58.25996'	153° 25.49495'
32	376	541823.4	6905916.9	SB032	27° 58.27105'	153° 25.51525'
33	143	541788.0	6905978.1	SB033	27° 58.23797'	153° 25.49353'
34	805	541828.5	6905957.5	SB034	27° 58.24905'	153° 25.51828'
35	807	541860.2	6905930.7	SB035	27° 58.26351'	153° 25.53767'
36	144	541836.2	6905995.9	SB036	27° 58.22824'	153° 25.52289'
37	808	541864.8	6905969.3	SB037	27° 58.24259'	153° 25.54040'
38	812	541895.0	6905942.0	SB038	27° 58.25732'	153° 25.55888'
39	809	541871.7	6906010.5	SB039	27° 58.22026'	153° 25.54452'
40	811	541901.5	6905986.7	SB040	27° 58.23310'	153° 25.56275'
41	162	541906.0	6906023.8	SB041	27° 58.21300'	153° 25.56542'
42	301	541936.5	6906002.3	SB042	27° 58.22458'	153° 25.58407'
43	818	541942.6	6906039.9	SB043	27° 58.20421'	153° 25.58771'
44	813	541912.7	6905912.2	SB044	27° 58.27343'	153° 25.56974'
45	478	541941.6	6905886.3	SB045	27° 58.28740'	153° 25.58743'
	1040	541474.0	6905401.0	SB046	27° 58.55113'	153° 25.30318'
	771	541446.6	6905436.4	SB047	27° 58.53201'	153° 25.28639'
48	1024	541498.8	6905443.9	SB048	27° 58.52785'	153° 25.31822'
	770	541464.3	6905470.4	SB049	27° 58.51356'	153° 25.29712'
50	774	541504.0	6905475.6	SB050	27° 58.51067'	153° 25.32133'
51	773	541479.8	6905504.2	SB051	27° 58.49523'	153° 25.30651'
	772	541522.6	6905514.0	SB052	27° 58.48984'	153° 25.33260'
53	776	541538.2	6905546.7	SB053	27° 58.47210'	153° 25.34204'
54	777	541555.8	6905581.4	SB054	27° 58.45327'	153° 25.35271'
55	793	541498.7	6905633.4	SB055	27° 58.42521'	153° 25.31776'
56	778	541548.5	6095621.1	SB056	27° 58.43178'	153° 25.34817'
57	792	541496.6	6905668.4	SB057	27° 58.40626'	153° 25.31641'
58	779	541535.6	6905663.7	SB058	27° 58.40873'	153° 25.34021'
59	791	541488.9	6905708.3	SB059	27° 58.38466'	153° 25.31163'
	782	541535.8	6905707.6	SB060	27° 58.38495'	153° 25.34024'

	115	541493.7	6905745.7	SB061	27° 58.36440'	153° 25.31448'
62	781	541530.9	6905742.8	SB062	27° 58.36590'	153° 25.33718'
63	789	541478.9	6905780.5	SB063	27° 58.34558'	153° 25.30537'
	783	541522.1	6905787.9	SB064	27° 58.34149'	153° 25.33171'
65	788	541475.0	6905825.3	SB065	27° 58.32132'	153° 25.30290'
	785	541518.2	6905826.6	SB066	27° 58.32053'	153° 25.32925'
	790	541471.6	6905866.4	SB067	27° 58.29906'	153° 25.30074'
68	784	541510.9	6905867.5	SB068	27° 58.29839'	153° 25.32471'
69	1025	541444.4	6905922.4	SB069	27° 58.26878'	153° 25.28403'
	786	541507.7	6905930.1	SB070	27° 58.26449'	153° 25.32263'
		541480.2	6905985.0	SB071	27° 58.23481'	153° 25.30574'
		541443.3	6905967.4	SB072	27° 58.24441'	153° 25.28326'
		541935.2	6905966.6	SQ001	27° 58.24392'	153° 25.58335'
		541943.3	6905941.8	SQ002	27° 58.25734'	153° 25.58834'
		541953.6	6905920.8	SQ003	27° 58.2687'	153° 25.5947'
		541971.9	6905902.4	SQ004	27° 58.2786'	153° 25.6059'

[REDACTED]

20 August 2001

[REDACTED]
Queensland Transport
Seaworld Drive
Main Beach, Qld, 4217.



Request to Move Dangerous Swing Moorings

Dear [REDACTED]

As the Lessee's of Mariners Cove we wish to advise you of a safety issue that is causing us some concern in relation to our Marina and Fuel Wharf. We are requesting that the Queensland Transport Marine Operations move swing moorings **O30 & O 33** approximately 10 metres to the south. Attached is a plan with the dangerous swing moorings highlighted.

Over the past 6-12 months a number of our customers who own or operate large vessels have impacted our wharf either suffering substantial hull damage to their vessels or caused buckling of our wharf breaking pile rollers. This damage is a direct result of the close proximity of the above listed swing moorings. This problem is substantially increased to a level that prohibits some vessels from entering or exiting our wharf on a low tide with a south-east or south-west wind blowing.

Discussions have been held with representatives from the Southport Yacht Club and the Bosun Locker who both agreed to the dangerous position of the swing moorings and believe that they should be moved.

We request that these swing moorings be moved at your earliest convenience to ensure that no individual is injured or our wharf and or our customers vessels damaged due to the closeness of these swing moorings.

If you wish to discuss this further please call the undersigned or [REDACTED] on [REDACTED]

Yours faithfully

[REDACTED]

DEVELOPMENT MANAGER

Our ref 710/00133
Your ref

Enquiries Greg Turner
Telephone +61 7 5583 8300
Facsimile +61 7 5583 8288

4 December 2002

[REDACTED]

Dear [REDACTED]

Swing Moorings - Southport Boat Harbour

I refer to your correspondence dated 28 November 2002 regarding the close proximity of swing moorings to the southern side of the marina at Mariners Cove.

I have been instructed that some moorings were moved during this week to alleviate problems associated with vessels moving around the marina. Other mooring locations were plotted to determine if they had moved from their original positions.

There is a risk associated with moving moorings at this time of year when summer storms generate strong wind gusts capable of moving the mooring blocks if they are not truly settled into the seabed. The operational crew advise that further relocation work may be required in the New Year.

Should the work carried out this week not solve the problems encountered at this location, please contact Mr Greg Turner at the Gold Coast office, on the above listed number, to further discuss this issue.

Yours sincerely

[REDACTED]

Captain John Watkinson
General Manager

Maritime Safety Queensland
Gold Coast Region
40-44 Seaworld Drive Main Beach Qld 4217
PO Box 107 Southport Qld 4215

ABN 13 200 330 520

49

28 Nov 02 10:33a
28. NOV. 2002 18:09

RECEIVED

29 NOV 2002

NO. 1113 P. 2

P. 1 (48)

GT

710/133

cc 710/00026

Telephone:
Facsimile:

FACSIMILE TRANSMISSION

TO:

COMPANY

Queensland Transport

FAX NUMBER:

TRANSMITTED BY:

DATE:

28 November 2002

SUBJECT:

Request to Move Dangerous Swing Moorings

NO. OF PAGES (INCLUDING COVER SHEET): 2

IF ALL PAGES ARE NOT RECEIVED, PLEASE PHONE (07) 3220 1111

Dear Russel

With reference to our previous letter dated 21 August 2001, addressed to Ross Winks of your office we wish to thank you for the prompt action taken to move the dangerous swing moorings that were impeding access to our marina and fuel wharf.

Further to these moorings, over time the line of swing moorings to the southern side of our Marina have all crept closer due to the tidal movements and southerly wind pressures. Please see the attached aerial photograph taken recently that clearly shows the close proximity of the moored vessels to our marina.

We have large vessels that access our marina at all times of the day and night and some of the larger vessels are finding it very difficult and quite dangerous to enter or exit the marina during an outgoing tide and southerly wind due to the closeness of the vessels moored to the swing buoys.

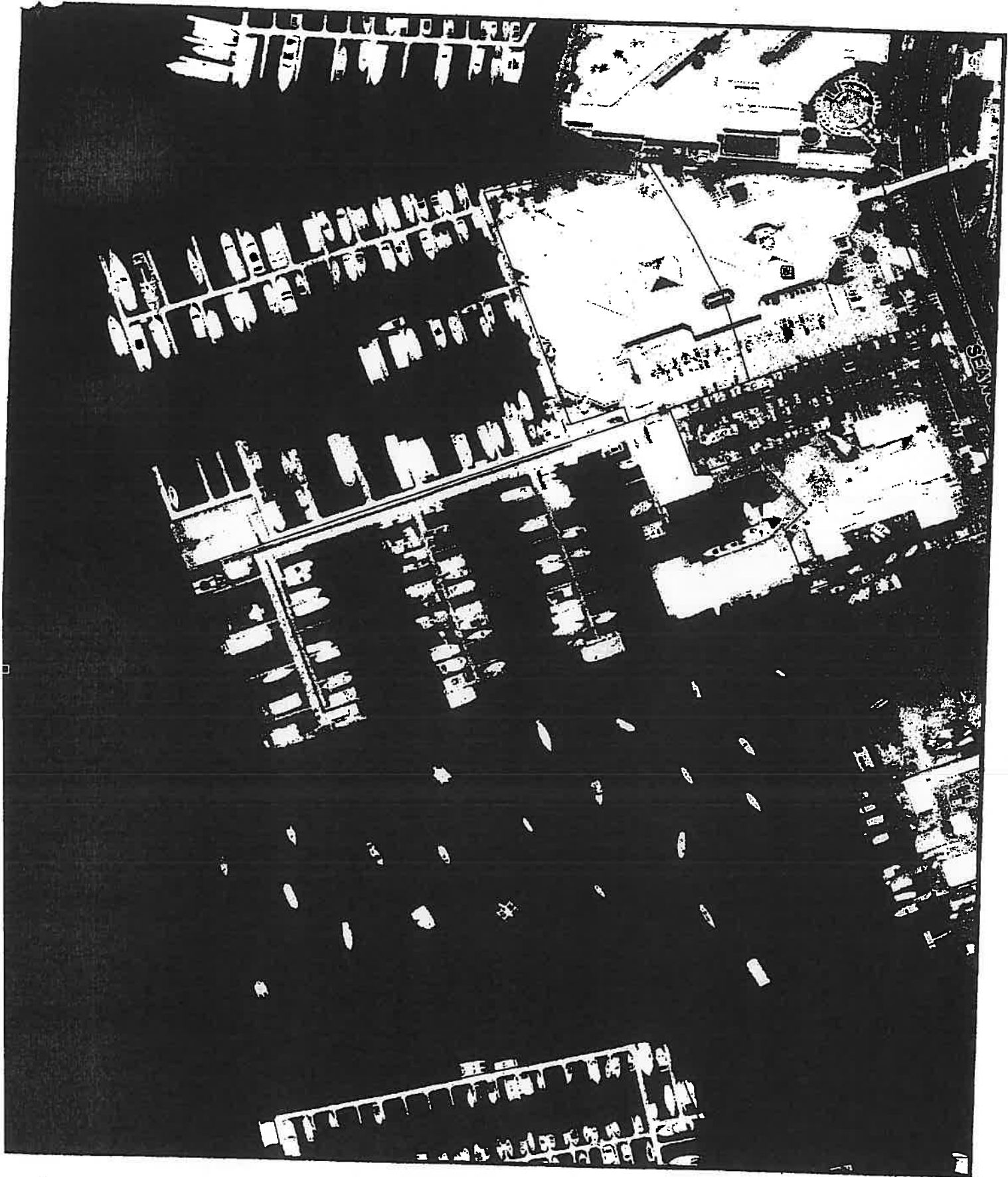
We request your attention to this matter to undertake the movement of all moorings closest to the southern side of our marina 10 meters further to the south to ensure that there is no accident, which may have far reaching ramifications for us all.

We wish to thank you for your Department's business and support of our Marina.

Yours Faithfully

[Redacted Signature]

[Redacted Name]



File_no
Acc_no
Lotplan
Address

PN60340/66/02
1,69
524WD6023
64 SEA WORLD DRIVE, MAIN BEACH

**Queensland Transport
Marine Infrastructure – Gold Coast
Management and
Maintenance of Crown
Owned Swing Moorings in
the Southport Broadwater
Invitation No. 710/133-03**

Offers are invited for the supply of services to manage and maintain seventy (70) swing moorings owned by the State of Queensland and located in the southern part of the Southport Broadwater

The successful offerer will be required to enter into an Agreement with the State, through the Department of Transport, Gold Coast Region, Marine Infrastructure for a twelve (12) month period to:

- Hire the swing moorings to vessel owners/masters,
- Control usage of the swing moorings,
- Maintain the swing moorings, and
- Provide facilities for the use of the mooring occupants.

Offer documents may be obtained only from Queensland Transport's Gold Coast Office at 40-44 Seaworld Drive, Main Beach Qld 4217.

Enquiries may be made to John Bendel, telephone (07) 5583 8300.

Offers close at 12 noon on Tuesday 30 September 2003 at Queensland Transport's Gold Coast Office, 40-44 Seaworld Drive, Main Beach Qld 4217.

- Qld Transport Logo -

SYNCHRONIZATION NUMBER	DGPS WAYPOINTS	EASTING MGA	NORTHING MGA	TAG	LATITUDE	LONGITUDE
1	15	541530.6	6905237.0	SB001	27° 58.63985'	153° 25.33806'
2	780	541516.2	6905275.7	SB002	27° 58.61892'	153° 25.32919'
3	751	541544.5	6905310.1	SB003	27° 58.60023'	153° 25.34639'
4	1021	541572.9	6905310.3	SB004	27° 58.60007'	153° 25.36371'
5	153	541586.7	6905336.6	SB005	27° 58.58580'	153° 25.37208'
6	1023	541575.8	6905379.7	SB006	27° 58.56248'	153° 25.36534'
7	754	541605.5	6905364.8	SB007	27° 58.57049'	153° 25.38349'
8	769	541584.9	6905409.1	SB008	27° 58.54654'	153° 25.37083'
9	755	541627.3	6905405.5	SB009	27° 58.54841'	153° 25.39670'
10	768	541603.6	6905443.9	SB010	27° 58.52765'	153° 25.38216'
11	18	541641.5	6905451.3	SB011	27° 58.52357'	153° 25.40527'
12	767	541621.0	6905468.0	SB012	27° 58.51457'	153° 25.39273'
13	42	541654.5	6905482.5	SB013	27° 58.50665'	153° 25.41313'
14	154	541630.6	6905515.5	SB014	27° 58.48882'	153° 25.39848'
15	277	541663.3	6905538.7	SB015	27° 58.47620'	153° 25.41838'
16	3	541695.9	6905569.9	SB016	27° 58.45924'	153° 25.43820'
17	1018	541671.7	6905605.1	SB017	27° 58.44022'	153° 25.42337'
18	4	541694.7	6905622.5	SB018	27° 58.43075'	153° 25.43736'
19	20	541659.7	6905634.9	SB019	27° 58.42410'	153° 25.41598'
20	72	541680.1	6905665.8	SB020	27° 58.40732'	153° 25.42836'
21	140	541656.3	6905699.5	SB021	27° 58.38912'	153° 25.41377'
22	761	541666.4	6905742.3	SB022	27° 58.36591'	153° 25.41984'
23	141	541676.9	6905904.3	SB023	27° 58.27815'	153° 25.42591'
24	794	541706.0	6905867.5	SB024	27° 58.29803'	153° 25.44374'
25	308	541718.6	6905915.9	SB025	27° 58.27179'	153° 25.45132'
26	798	541745.4	6905885.6	SB026	27° 58.28815'	153° 25.46773'
27	73	541704.7	6905954.1	SB027	27° 58.25113'	153° 25.44276'
28	307	541757.8	6905935.9	SB028	27° 58.26088'	153° 25.47519'

29	324	541784.4	6905906.8	SB029	27° 58.27660'	153° 25.49148'
30	53	541734.4	6905957.7	SB030	27° 58.24912'	153° 25.46087'
31	800	541790.2	6905937.5	SB031	27° 58.25996'	153° 25.49495'
32	376	541823.4	6905916.9	SB032	27° 58.27105'	153° 25.51525'
33	143	541788.0	6905978.1	SB033	27° 58.23797'	153° 25.49353'
34	805	541828.5	6905957.5	SB034	27° 58.24905'	153° 25.51828'
35	807	541860.2	6905930.7	SB035	27° 58.26351'	153° 25.53767'
36	144	541836.2	6905995.9	SB036	27° 58.22824'	153° 25.52289'
37	808	541864.8	6905969.3	SB037	27° 58.24259'	153° 25.54040'
38	812	541895.0	6905942.0	SB038	27° 58.25732'	153° 25.55888'
39	809	541871.7	6906010.5	SB039	27° 58.22026'	153° 25.54452'
40	811	541901.5	6905986.7	SB040	27° 58.23310'	153° 25.56275'
41	162	541906.0	6906023.8	SB041	27° 58.21300'	153° 25.56542'
42	301	541936.5	6906002.3	SB042	27° 58.22458'	153° 25.58407'
43	818	541942.6	6906039.9	SB043	27° 58.20421'	153° 25.58771'
44	813	541912.7	6905912.2	SB044	27° 58.27343'	153° 25.56974'
45	478	541941.6	6905886.3	SB045	27° 58.28740'	153° 25.58743'
46	1040	541474.0	6905401.0	SB046	27° 58.55113'	153° 25.30318'
47	771	541446.6	6905436.4	SB047	27° 58.53201'	153° 25.28639'
48	1024	541498.8	6905443.9	SB048	27° 58.52785'	153° 25.31822'
49	770	541464.3	6905470.4	SB049	27° 58.51356'	153° 25.29712'
50	774	541504.0	6905475.6	SB050	27° 58.51067'	153° 25.32133'
51	773	541479.8	6905504.2	SB051	27° 58.49523'	153° 25.30651'
52	772	541522.6	6905514.0	SB052	27° 58.48984'	153° 25.33260'
53	776	541538.2	6905546.7	SB053	27° 58.47210'	153° 25.34204'
54	777	541555.8	6905581.4	SB054	27° 58.45327'	153° 25.35271'
55	793	541498.7	6905633.4	SB055	27° 58.42521'	153° 25.31776'
56	778	541548.5	6095621.1	SB056	27° 58.43178'	153° 25.34817'
57	792	541496.6	6905668.4	SB057	27° 58.40626'	153° 25.31641'
58	779	541535.6	6905663.7	SB058	27° 58.40873'	153° 25.34021'
59	791	541488.9	6905708.3	SB059	27° 58.38466'	153° 25.31163'
60	782	541535.8	6905707.6	SB060	27° 58.38495'	153° 25.34024'

61	775	541493.7	6905745.7	SB061	27° 58.36440'	153° 25.31448'
62	781	541530.9	6905742.8	SB062	27° 58.36590'	153° 25.33718'
63	789	541478.9	6905780.5	SB063	27° 58.34558'	153° 25.30537'
64	783	541522.1	6905787.9	SB064	27° 58.34149'	153° 25.33171'
65	788	541475.0	6905825.3	SB065	27° 58.32132'	153° 25.30290'
66	785	541518.2	6905826.6	SB066	27° 58.32053'	153° 25.32925'
67	790	541471.6	6905866.4	SB067	27° 58.29906'	153° 25.30074'
68	784	541510.9	6905867.5	SB068	27° 58.29839'	153° 25.32471'
69	1025	541444.4	6905922.4	SB069	27° 58.26878'	153° 25.28403'
70	786	541507.7	6905930.1	SB070	27° 58.26449'	153° 25.32263'
		541480.2	6905985.0	SB071	27° 58.23481'	153° 25.30574'
		541443.3	6905967.4	SB072	27° 58.24441'	153° 25.28326'
		541935.2	6905966.6	SQ001	27° 58.24392'	153° 25.58335'
		541943.3	6905941.8	SQ002	27° 58.25734'	153° 25.58834'
		541953.6	6905920.8	SQ003	27° 58.2687'	153° 25.5947'
		541971.9	6905902.4	SQ004	27° 58.2786'	153° 25.6059'

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: Mr Steve Fisher

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.

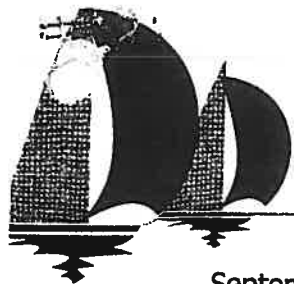
Maritime Division
Gold Coast Region
40 - 44 Seaworld Drive
Main Beach Queensland 4217
PO Box 107 Southport Queensland 4215
ABN 13 200 330 520

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

Yours sincerely

A black rectangular box redacting the signature of Doug Woodbury.

Doug Woodbury
Maritime Director (Gold Coast)
Gold Coast Region

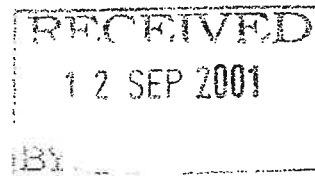


SOUTHPORT YACHT CLUB INC.

RW
710/133
P17265 (8)

September 11, 2001

Mr Doug Woodbury
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



- 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.

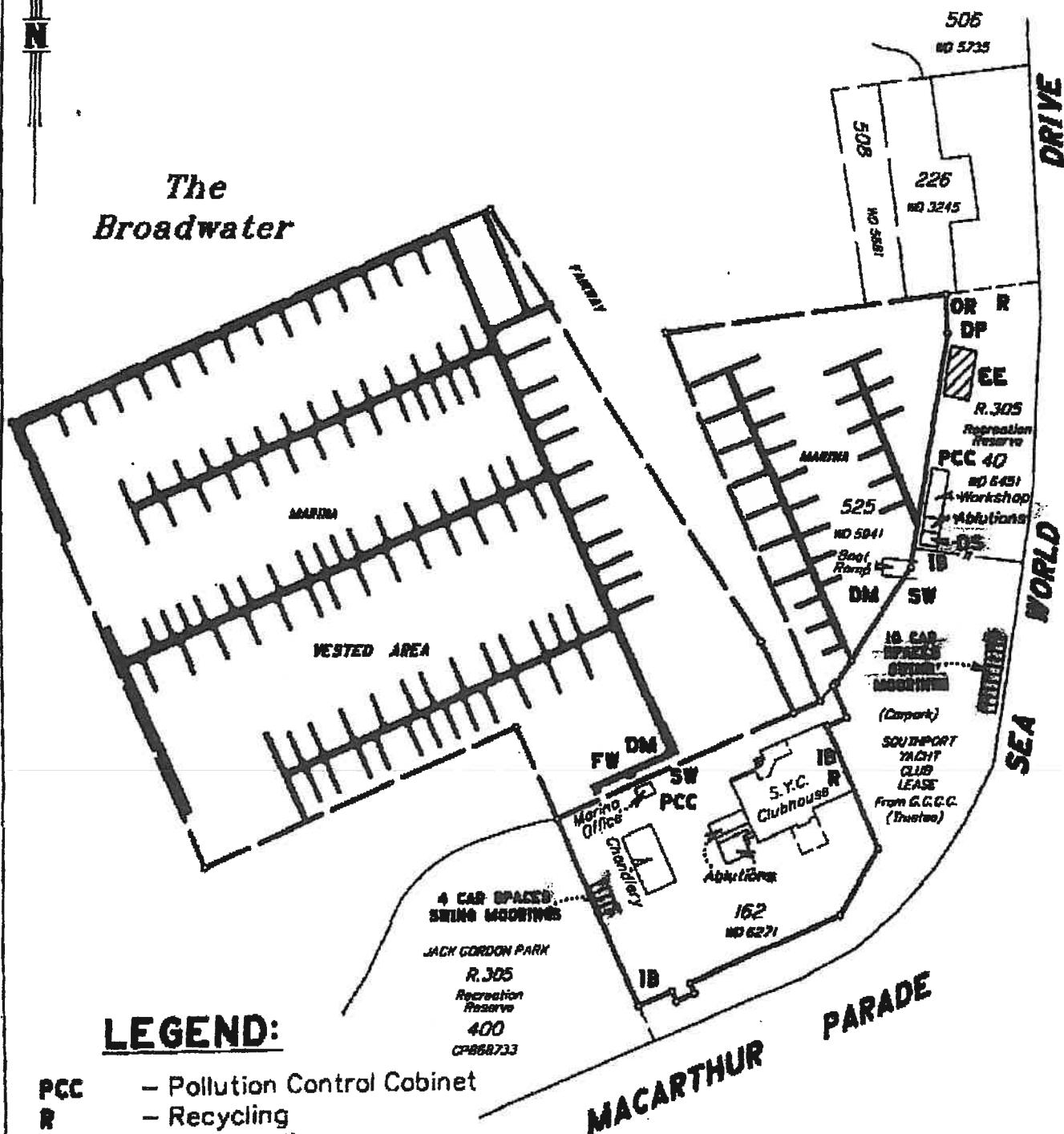
Sincerely

A rectangular area of the document has been completely blacked out, obscuring the signature of the sender.

NEVILLE FERGUSON
Commodore

SOUTHPORT YACHT CLUB INC.

Plan of Swing Mooring On-Shore Facilities

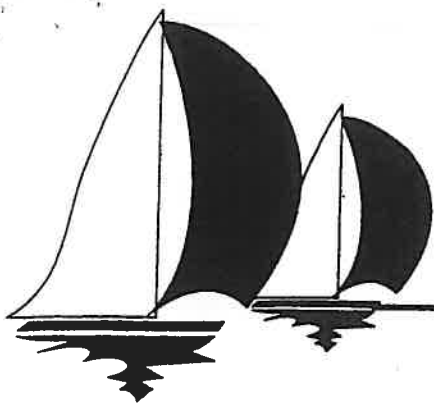


LEGEND:

- | | |
|-----|-----------------------------|
| 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/Stern drive/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")

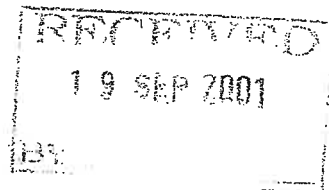
- 10.1 If the Lessor is or will become liable to pay GST in respect of any supply or any other thing under or in connection with this agreement (including, without limitation, the supply of the Premises to the Lessee or any goods, services rights, benefits or things), then, in addition to any other consideration 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.



SOUTHPORT YACHT CLUB INC.

RW
710/133 (11)
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, Steve Fisher on 07 55 911 911.

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

Sincerely

A black rectangular redaction box covering the signature of Neville Ferguson.

NEVILLE FERGUSON
Commodore

Our ref 710/00133(kw)
Your ref

Enquiries Ross Winks
Telephone +61 7 55838279
Facsimile +61 7 55838288

24 September 2001

The Manager
• Southport Yacht Club
MacArthur Parade
Main Beach Qld 4217

Attention: Mr S Fisher

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 Ross Winks on 5583 8300 should you need to discuss this matter further.

Yours sincerely



Doug Woodbury
Maritime Director (Gold Coast)



Facsimile Transmission

Our ref 710/00133
Your ref
Date 28 September 2001

Attention Neville Ferguson
Commodore SYC

Facsimile No (07) 55327507

From Ross Winks Queensland Transport

Subject Swing Mooring Agreement

No of pages (incl cover sheet) 1

Neville,

This is to confirm our telephone conversation of Wednesday afternoon 26 September 2001, that the SYC is agreeable to extending the existing management agreement over of the swing moorings in the Broadwater for one week to allow for the finalisation of the new Agreement.

Your written confirmation of this would be appreciated.

Regards



Ross Winks
Manager, Marine Infrastructure

IMPORTANCE NOTICE CONFIDENTIALITY AND LEGAL PRIVILEGE

This facsimile is intended only for the addressee and may contain legally privileged and confidential information. If you are not the addressee you are notified that the transmission, distribution, or photocopying of this facsimile is strictly prohibited. The legal privilege and confidentiality attached to this facsimile is not waived, lost or destroyed by reason of a mistaken delivery to you. If you have received this facsimile in error please immediately notify me by telephone and return the original to me at my address.

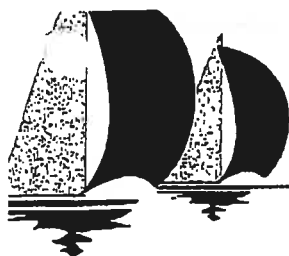
28-09-2001 13:33

FROM-SOUTHPORT YACHT CLUB
+0755327507

+0755327507

T-804 P.001/001 F-827

(17)

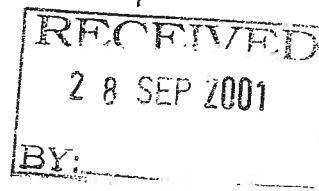


SOUTHPORT YACHT CLUB INC.

September 28, 2001

RW 710/133

P17746



Mr Ross Winks
Manager – Marine Infrastructure
Queensland Transport

Facsimile: 55838 288

Dear Ross

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.

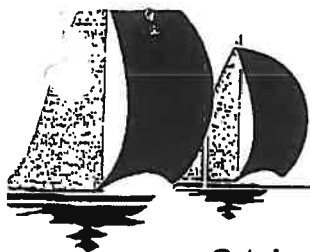
The Club confirms we are agreeable to this arrangement.

Thank you for your assistance.

Sincerely

NEVILLE FERGUSON
Commodore





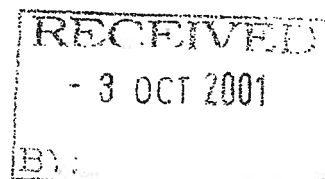
+0755327507

RW 710/133

P17814 (20)

SOUTHPORT YACHT CLUB INC.

October 2, 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

NEVILLE FERGUSON
Commodore



OFFER FORM

From:
(Individual/Company Name)

(Address)

Page 9

Date:/...../.....

Date:/...../.....

My/Our Workers Compensation Policy No. is and is valid until

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

****My full name and address being as follows:**

.....
.....

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

.....
.....
.....

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

.....A.C.N

****Strike out whichever is not applicable**

Please supply the following information:

Name and Title of Person for Correspondence

Address:

.....
.....

Telephone and Facsimile Number

SIGNATURE OF OFFEROR (DATE)

SIGNATURE OF WITNESS (DATE)

TYPE OF OFFER

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

Signed Date
(Offerer)



Signed Date
(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.

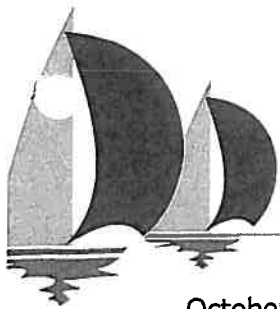
Signed Date
(Offerer)



Signed Date
(Witness)

(Please tick)

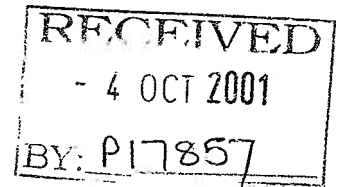
(Please complete only the section that is relevant to your offer)



SOUTHPORT YACHT CLUB INC.

OW/RW/RW
710/133
(21)

October 2, 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:-

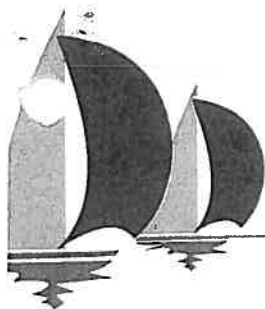
- (i) will not operate as an authority to transfer responsibility to Gold Coast Marine Agencies Pty. Ltd., and
- (ii) will not relieve the Club from any of its liabilities or obligations.

I await your confirmation that the above is acceptable.

Sincerely

NEVILLE FERGUSON
Commodore

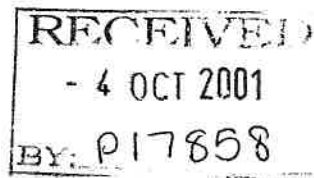




SOUTHPORT YACHT CLUB INC.

RW
7/10/133
(22)

September 28, 2001



Mr Ross Winks
Manager – Marine Infrastructure
Queensland Transport

Facsimile: 55838 288

Dear Ross

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

NEVILLE FERGUSON
Commodore



Our ref 710/00133(kw)
Your ref

Enquiries: Ross Winks
Telephone +61 7 55838279
Facsimile +61 7 55838288

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 \$39,600.00 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.

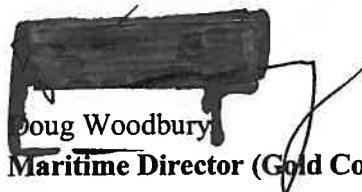
For the purpose of effecting insurances, the name of the Principal is "**The State of Queensland acting through the Department of Transport**". Please ensure that the policies are issued in the Principal's correct name.

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.

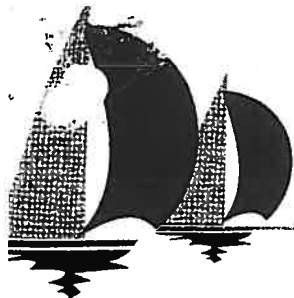
I further advise that in accordance with clause 8 of the Tender Document, as requested in your letter of 2 October 2001, and the Principal hereby consents to Gold Coast Marine Agencies Pty Ltd acting as the Yacht Club's agent in fulfilling this Agreement.

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


Doug Woodbury
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, Steve Fisher, Gill Baker, Alistair Mitchell 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,

GARY CARNELL



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.



Gordon Wilson & Associates Pty. Ltd.

REGISTERED OFFICE:
240 MARGARET STREET
BRISBANE, QLD. 4000
GPO BOX 698, QLD. 4001
TEL: (07) 3229 3294
FAX: (07) 3221 8709
Email: gordonwilson@webahak.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: \$15,000,000

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

c003725

SHIMLAND
TRANSPORT

Certificate of Competency

RESTRICTED COXSWAIN

This is to certify that

Gillian Rodney BAKER

*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.



QUEENSLAND TRANSPORT
MARITIME DIVISION
GOLD COAST REGION

CONFIRMING
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

1/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**.

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

\$ 36,000-00 plus \$ 3,600-00 (10% G.S.T.) = \$ 39,600-00
\$ THIRTY NINE THOUSAND SIX HUNDRED DOLLARS ONLY
(Total amount in words)

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

Name and Address of Offeror

Name and Address of Witness

GARY CARNELL
SOUTHPORT YACHT CLUB
MACARTHUR PARADE
MAIN BEACH Q. Post Code 4217
Telephone: (07) 55913500

STEVEN W. FISHER
SOUTHPORT YACHT CLUB
MACARTHUR PARADE
MAIN BEACH Q. Post Code 4217
Telephone: (07) 55911911

(Signature)

(Signature)

Date: 24/8/01

Date: 24/8/01

CONFORMING
OFFER.

My/Our Workers Compensation Policy No. is NW002091209 and is valid until 30TH JUNE 2002

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:

~~.....~~
~~.....~~
~~.....~~

**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, MR GARY CARNELL

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

Telephone and Facsimile Number 07-55913500 FAX 07-55307507

SIGNATURE OF OFFEROR (DATE) 24/8/01

SIGNATURE OF WITNESS (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.~~

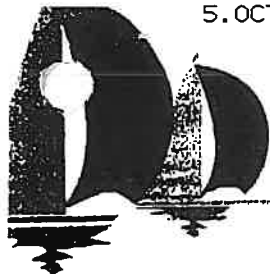
~~Signed Date
(Offerer)~~

~~Signed Date
(Witness)~~



(Please tick)

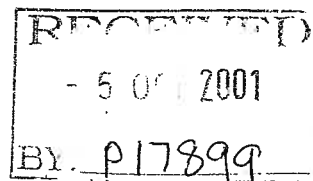
(Please complete only the section that is relevant to your offer)



SOUTHPORT YACHT CLUB INC.

001 / RW 710/133 (24)

5 October 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**

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 \$19,800.00 (Nineteen thousand eight hundred dollars) on Monday.

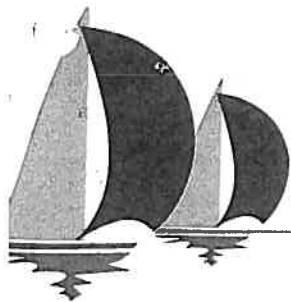
The Club looks forward to an ongoing close working relationship with Queensland Transport.

Yours sincerely,



COMMODORE NEVILLE FERGUSON

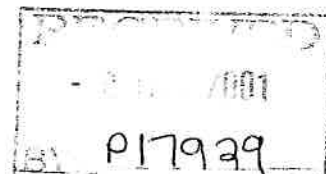




§ RW 26
710/133

SOUTHPORT YACHT CLUB INC.

October 4, 2001



The Maritime Director
Queensland Transport
Gold Coast Region
PO Box 107
SOUTHPORT QLD 4215

Dear Sir

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

Please find following as page 2, the latest revision of the documentation that is to be used for Swing Mooring tenants.

I have included as pages 3, 4, 5 and 6 a blown up version of the back page wording for ease of reading.

The Club understands, if this document is in order, this now finalises the outstanding matters with regard to the Club's Tender for the Swing Moorings and we look forward to your confirmation that the management of the Swing Moorings has been awarded to the Club.

Please do not hesitate to contact me the writer if any further information is required.

Sincerely



per

EVILLE FERGUSON
Commodore



SOUTHPORT YACHT CLUB INC - M ARINA BERTH/SWING MOORING AGREEMENT & INDEMNITY

THIS AGREEMENT is made between **SOUTHPORT YACHT CLUB INCORPORATED** of Macarthur Parade, Main Beach in the State of Queensland (hereinafter referred to as "the Club") of the first part, **GOLD COAST MARINE AGENCIES PTY LTD** of Macarthur Parade, Main Beach in the State of Queensland (hereinafter referred to as "GCMA") of the second part and the person or corporation named in the Schedule on the face hereof as the Customer (hereinafter referred to as "the Customer") of the other part.

WHEREAS:

- A.** The Club conducts the Marina to allow boats to be kept at a berth within the Marina upon and subject to certain conditions and restrictions.
- B.** The Marina is managed and operated for and on behalf of the Club by GCMA.
- C.** The Club has agreed under this Agreement to permit the Customer to moor at the Berth the Vessel for the Term upon the following terms and conditions and with the restrictions and at the rate of rental set out in the Schedule;

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

In this Agreement, unless the context requires otherwise:

- (a) "Berth" means the Berth specified in the Schedule hereto;
- (b) "Facilities" means the facilities within the Marina supplied by the Club and including the Club's ablutions, garbage disposal, rubbish collection and recycling facilities, car parking, short and long term dinghy storage (both in and out of the water) and, if required, the walkways giving access to the Berth;
- (c) "GST" means any tax, impost or duty, including any goods and services, consumption, value added or similar tax applying on goods, services or other things imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("the GST Act") and associated legislation (as amended), or under legislation passed by a State or Territory Parliament which is charged or levied on goods, services or other things.
- (d) "Marina" means the business of providing berths and swing moorings for mooring of boats within the Southport Boat Harbour adjoining the Club's premises at Macarthur Parade, Main Beach, Queensland;
- (e) "Term" means the period specified in the Schedule hereto;
- (f) "Vessel" means the vessel identified in the Schedule hereto.

2. Use

- (a) The Customer shall for the Term be entitled to the use of the Berth for the mooring of the Vessel and to the reasonable use, in common with others, of the Facilities AND in consideration thereof, the Customer shall pay to the Club rent at the rate set out in the Schedule. The Customer will remain liable to pay rent up to and including the day upon which he delivers up possession of the Berth to the Club.
- (b) On signing this Agreement, the Customer must pay to the Club or its agent, as security for payment of rent and performance of the Customer's obligations under this Agreement, a sum equal to the Security Deposit stated in the Schedule on the face hereof. The Club may apply the same or any part in making good any default by the Customer and shall repay the unexpended balance to the Customer on his vacating the Berth at the termination of this Agreement.
- (c) On payment of the refundable access card deposit and whilst the Agreement remains in effect and the Customer is not in default, the Customer and his invitees may make reasonable use of Facilities whether or not the Customer is a member of the Club.

3. By-Laws

The Customer agrees to be bound by and observe all provisions of the *Transport Infrastructure Act 1994*, the *Transport Infrastructure (Gold Coast Waterways) Management Plan 2000* and the Club's Constitution and By-Laws from time to time applicable to the use of the Marina and the Berth and any and all of the relevant By-Laws of the Club, whether or not the Customer is a member of the Club, as if the Customer were such a member. The Customer acknowledges that he has been provided with an opportunity to peruse a copy of the Club's Constitution and By-Laws and publication of the Club's Constitution and By-Laws on the Club's Notice Board will be sufficient notice thereof to the Customer.

4. Insurance

The Customer agrees to effect, either prior to or within 24 hours of securing the Vessel in the Berth, and maintain at the cost and expense of the Customer for the whole of the time during which the Vessel is moored in the Berth, adequate insurance for the Vessel, its contents and fittings at full insurable value with a reputable and substantial insurer approved by the Club and to the satisfaction of the Club and produce to the Club or its agent the insurance policy and a certificate of currency when reasonably requested by the Club or its agent to do so. Such insurance shall include public liability and removal of wreck. The Customer acknowledges that neither the Club nor its employees, agents or contractors will be liable for any loss or damage howsoever occurring to the Vessel, its contents, or fittings, all of which shall be at the Customer's sole risk.

5. Marketing/Brokerage:

The Customer acknowledges and agrees as follows:

- (a) The Vessel shall not be advertised for sale or offered for sale at the Marina;
- (b) Marine brokers, other than the broker approved by the Club, are not permitted on the Marinas;
- (c) Vessels stored in the Marina must not be used for any commercial enterprise, in any case, without the prior written approval of the Club.

6. Assignment:

This Agreement and the rights conferred upon the Customer hereunder are personal to the Customer and are not capable of assignment by the Customer.

7. Repairs and Maintenance:

The Customer acknowledges major repairs and/or refits of Vessels in the Marina are prohibited and no outside contractor or service organisation or individual is permitted to work on any Vessel in the Marina without the prior written approval of the Club.

8. Exclusion of Representations:

Neither the Club nor GCMA provide any warranty and make no representations as to the sufficiency, safety or adequacy of the Facilities or any of the services provided by the Club for use at the Marina and no such warranty or representations are to be implied from anything said or written in the negotiations between the parties or their representatives prior to entering into this Agreement. The Customer acknowledges that he uses the same in their condition, state of repair and adequacy from time to time and at his own risk in every respect.

9. Indemnity

- (a) The Customer whether or not he is the owner of the Vessel indemnifies and agrees to indemnify and keep indemnified the Club, GCMA and their respective agents, employees and contractors 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 Customer or his invitees or licensees of any of the facilities of the Club or the Marina 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, GCMA and their respective agents, employees and contractors or the Customer as the case may be or any of the Club's, GCMA's or the Customer'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 or GCMA suffer or incur or become liable for or should demand be made on the Club or GCMA for any loss, damage, costs, expenses or liability whatsoever by reason of any act or omission on the part of the Customer or any person for whose actions the Customer is vicariously liable then the Club or GCMA, as the case may be, shall have a lien upon the Vessel and its equipment and contents as security for performance of the Customer's obligations under sub-clause (a) of this clause and may detain the Vessel until the Customer's obligations have been satisfied in full or the Customer has offered reasonably acceptable substitute security.
- (c) Neither the Club nor GCMA nor their respective agents, employees and contractors will be liable in negligence or otherwise for any injury, loss or damage sustained or suffered by the Customer or any invitee, licensee or guest of the Customer in or about or while crossing over or going through any other property for the purpose of gaining access to the Vessel or the Marina and the Customer indemnifies and agrees to indemnify and to keep indemnified the Club, GCMA and their respective agents, employees and contractors from claims arising from such injuries, loss or damage.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and contains all of the representations, warranties, covenants and agreements of such parties. This Agreement supersedes all prior negotiations, contracts, arrangements, understandings and agreements with respect to such subject matter. There are no representations, undertakings, covenants or agreements between the parties express or implied, except as are herein contained.

11. Waiver

No waiver of any provision of this Agreement or consent to any departure therefrom by either of the parties shall be effective unless the same shall be in writing.

12. Joint and Several Liability

Unless otherwise expressly provided, all covenants and agreements on the part of two or more persons who comprise a single party shall be deemed to bind each of them severally and any two or more of them jointly.

13. Costs of Agreement

The Customer shall pay all costs, charges and expenses of and incidental to the negotiations for and preparation and stamping of this Agreement and all stamp duty (if any) hereon and all costs, charges and expenses reasonably incurred by the Club to protect or safeguard or enforce the rights, powers and remedies conferred upon the Club by this Agreement.

14. Notices

- (a) Any notice, communication or other document authorised or required to be given or served pursuant to this Agreement ("a Notice") shall be either:
 - (i) personally served on the party or an officer of the party to whom it is given;
 - (ii) mailed to the party by prepaid post; or
 - (iii) sent to the party by facsimile or other electronic transmission.
- (b) The address for service of a Notice on the Club is its address stated in this Agreement and on the Customer shall be such address as may from time to time be notified in writing by the Customer to the Club and unless so notified shall be the address specified in the Schedule hereto.

15. Applicable Law:

The interpretation and construction of this Agreement shall be governed and determined in accordance with the laws of the State of Queensland and the parties hereby submit to the non-exclusive jurisdiction of the Courts of that State.

16. Termination:

- (a) This Agreement may be terminated by the Club by written Notice of Termination to the Customer in the following circumstances:
 - (i) if the Customer is in arrears in the payment of any money payable pursuant to this Agreement;
 - (ii) if the Customer is in breach of any of the terms and conditions of this Agreement.
- (b) Upon giving Notice of Termination the Club may forthwith or at any time thereafter enter upon the Berth to remove the Vessel from the Berth and to move or otherwise moor it in a safe place as determined by the Club PROVIDED ALWAYS that the cost of such removal and/or mooring plus all money then owing under this Agreement shall be paid by the Customer before delivery of the Vessel by the Club to the Customer. The Club shall not be responsible or liable at the suit of the Customer for any damage which results from any such movement or removal or mooring of the Vessel.
- (c) Unless otherwise agreed by the parties in writing, this Agreement shall terminate on the expiry date referred to in the Schedule on the face hereof and the Customer delivering up possession of the Berth to the Club.

17. Sub Rental:

Notwithstanding anything elsewhere herein contained or implied the Customer may if he so desires from time to time appoint the Club to find a person (acceptable in every respect to the Club) to use the Berth for the purpose of mooring a boat other than the Vessel and the Club may at its sole discretion accept such appointment.

18. Uncollected Goods

The Club hereby gives notice to the Customer that vessels accepted by the Club for mooring within the Marinas are subject to the *Disposal of Uncollected Goods Act 1965* (as amended) which confers upon the Club a right of sale exercisable in certain circumstances after an interval of not less than six months from the date on which

such vessels are ready for re-delivery to the Customer, such date being that upon which the Club gives to the Customer written notice to remove the vessel from the Marinas.

19. Environment

The Customer shall not do or direct or permit the doing of any act or the making of any omission which would or might amount to a breach of the *Environmental Protection Act 1994*.

20. Goods and Services Tax ("GST")

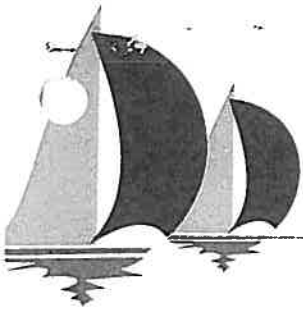
- (a) In respect of any liability of the Club for GST under this Agreement including for rent or any other consideration for any other taxable supply made by the Club to the Customer, the Customer covenants to pay to the Club, at the same time as any payment is made involving the Club in GST liability, the additional amount of GST, together with the payment to which it relates.
- (b) The Customer's liability under clause 20(a) above is to reimburse the full amount of GST, disregarding and excluding the Lessor's entitlement to input tax credits or other credits or reimbursements for GST.
- (c) Notwithstanding clause 20(b), if the Club is entitled to an input tax credit in relation to any amount recoverable from the Customer under clause 20(b), the amount payable by the Customer shall be reduced by the amount of the input tax credit that the Club has received or claims and is entitled to receive.
- (d) Where any GST is not paid by the Customer when due to the Club, in addition to any obligation under this agreement on the part of the Customer to pay interest to the Club, the Customer shall pay to the Club upon demand all Default GST (if any). "Default GST" means any additional GST, penalty or other sum levied against the Club under the GST Act by reason of a non-payment of GST but does not include any such sum levied against the Club by reason of a default by the Club in remitting a GST to the relevant authority after payment of the same by the Customer to the Club.

21. Miscellaneous

- (a) If the Customer is not by law the proprietor of the Vessel, then the expression "the Customer" shall include the lawful proprietor of the Vessel for the purpose of identifying invitees, licensees and guests and persons for whom the Customer described herein is vicariously liable in the terms of this agreement.
- (b) A reference to persons shall include corporations; words including singular number shall include plural number and vice versa; words including a gender shall include all other genders.
- (c) A reference in this agreement to a statute or a section of a statute includes all amendments to that statute or section passed in substitution for the statute or section referred to or incorporating any of its provisions.
- (d) Except for the purpose of identification headings and underlinings have been inserted in this agreement for the purpose of guidance only and shall not be part of this agreement.
- (e) The Club shall include the Club, its successors in title and assigns and, where relevant, its agent.
- (f) The Customer shall include the Customer and its successors in title and assigns.

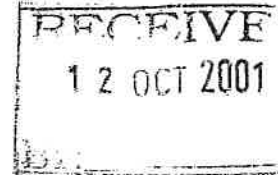
22. Holding Over

If the Customer shall, with the consent of the Club, remain in occupation of the Berth after the expiration of the Term, the Customer shall (in the absence of any express agreement in writing to the contrary) be deemed to hold the Berth for a further period mutually agreed between the Club and the Customer at a rental provided, as if the period of holding over was part of the Term provided for herein, but otherwise on the terms and conditions of this Agreement so far as they can be applied to such holding over.



P18105
RW 710/133
SOUTHPORT YACHT CLUB INC. (28)

October 9, 2001



The Maritime Director
Queensland Transport
Gold Coast Region
PO Box 107
SOUTHPORT QLD 4217

Dear Sir

**RE: MANAGEMENT AND MAINTENANCE OF SWING MOORINGS
– SOUTHPORT BOAT HARBOUR**

Please find enclosed Southport Yacht Club cheque for \$19,800.00 being the first six months payment with regard to the Southport Boat Harbour Swing Moorings.

I advise the Marina Office is currently undertaking a check of the "Length Overall" measurement of all vessels on the Swing Moorings and on completion of this revision, those Swing Mooring users who have prepaid their rental will be provided with a detailed calculation of the adjustment of their Swing Mooring rates. In most cases, it is envisaged the "paid up to date" will, if necessary, be amended rather than a refund, or an additional charge, occurring.

Your letter of acceptance has been reviewed and I believe all necessary action has now been taken.

Please advise if you have any outstanding issues.

Sincerely


NEVILLE FERGUSON
Commodore

RECEIVED:

Amount: \$19,800.00
Date: 12/10/01
R/N: 5620077374
Init: JW

Successful completion noted!

For your info

Mohamed 12/10/01



Tax Invoice / Receipt

Copy

ABN : 13200330520
Page 1 of 1

**Southport Yacht Club
MacArthur Parade
Main Beach Qld 4217**

GL Receipt No. 5620077374

Date 12.10.2001

Issued at Marine Operations

Operator ID JZWILSO

System GATEWAY

Payment Method Receipt Cheque
Amount **\$19,800.00**

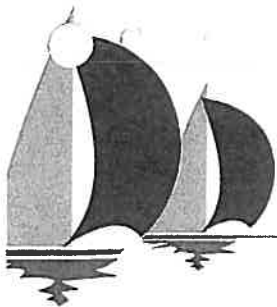
Cheques are accepted subject to clearance

Apportionment Account	Description	Value \$
44504	Mooring Right Fees	18,000.00
SOUTHPORT BOAT HARBOUR SWING MOORINGS		
20125	GST Taxable Supplies	1,800.00
Total GST Payable		

Total Amount Received (incl GST) : \$19,800.00

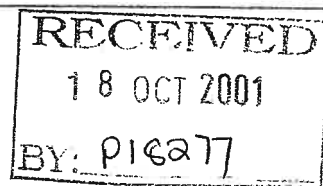
* These items do not attract GST

(GST is a Commonwealth Government imposed tax)



(30) RW
710/133

SOUTHPORT YACHT CLUB INC.



September 16, 2001

The Maritime Director
Queensland Transport
Gold Coast Region
PO Box 107
SOUTHPORT QLD 4215

Dear Sir

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

I refer to recent correspondence relating to the above and note that the original "Certificate of Currency" supplied by the club's insurer included an error.

Please find attached a copy of the correct certificate signed by the Club's brokers.

Sincerely

NEVILLE FERGUSON
Commdore



**Gordon Wilson
& Associates Pty. Ltd.**

BRISBANE, QLD. 4000
GPO BOX 688, QLD. 4001
TEL: (07) 3229 3284
FAX: (07) 5221 8709
Email: gordonwilson@webshots.com.au

AITKENVALE, Q.L. 4014
PO BOX 888 N.C. AITKENVALE, 4814
TEL: (07) 4775 1000
FAX: (07) 4775 1402

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

11 October, 2001

Attention: Ian Mulqueen

Southport Yacht Club - Fax No: 5532 7507

CERTIFICATE OF CURRENCY

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

Insured: Southport Yacht Club Inc. &
Gold Coast Marine Agencies Pty Ltd &
"The State of Queensland acting through the Department of
Transport" all for their respective rights and interests

Class of Insurance: Marina Operators

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

Sum Insured: \$15,000,000

Situation: Macarthur Parade, Main Beach & Hollywell, Southport

Period of Insurance: Current to 4pm 07/06/2002

Underwriter: Associated Marine Insurers Agents Pty Ltd

Policy Number: 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.

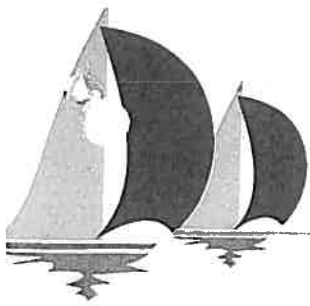
We confirm that this insurance complies with Clause 5 of the specification of the agreement between the insured and the Queensland Department of Transport - Maritime Division.

Yours faithfully

GORDON WILSON & ASSOCIATES PTY LTD

Per.....

Member of the National Insurance Brokers Association of Australia



RW

710/133

(36)

SOUTHPORT YACHT CLUB INC.

March 18, 2002

22 MAR 2002

P22845

Mr Ross Winks

Manager – Infrastructure
Queensland Transport
Maritime Division
PO Box 107
SOUTHPORT QLD 4215

Dear Ross

RE: SWING MOORING MANAGEMENT CONTRACT

I wish to advise the Club has entered into an agreement to take back the management of the Club's Waterfront operations from Gold Coast Marine Agencies Pty Ltd (GCMA).

Key GCMA staff, such as Steve Fisher, Gill Baker and Joy Hooper have accepted positions with the Club, commencing April 1, 2002. Therefore, the swing moorings will still receive the same management input by the same individuals. They will, however, be employees of Southport Yacht Club Inc.

GCMA will continue to have a role at the Club and when requested, will continue to supply assistance to the Club.

With regard to Waterfront matters, please continue to liaise with Steve Fisher, however, if Steve is unable to assist, please feel free to contact me personally.

Sincerely

[Redacted Signature]

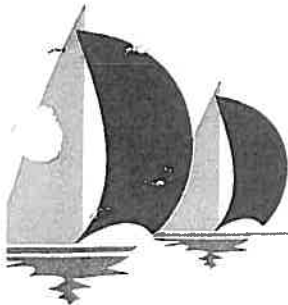
NEVILLE FERGUSON
Commodore

RW for your info

Marked

25/3/02





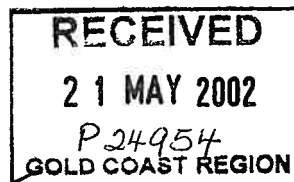
RWW/JB/sm 710/133

39

SOUTHPORT YACHT CLUB INC.

2 May 2002

*John. Can you deal
with this in
Ross's absence*



The Maritime Director
Queensland Transport
Gold Coast Region
P.O. Box 107
SOUTHPORT. 4217

Dear Sir

RE : MANAGEMENT AND MAINTENANCE OF SWING MOORINGS - SOUTHPORT BOAT HARBOUR

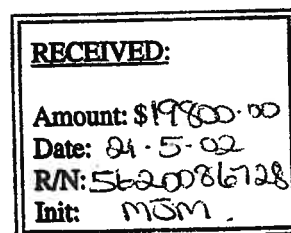
Please find enclosed Southport Yacht Club cheque for \$19,800.00 being the second six months payment with regard to the Southport Boat Harbour Swing Moorings.

The Southport Yacht Club would like to exercise the option to extend the Swing Mooring Contract by a further 12 months and request your confirmation that this extension is approved by the Department.

Thank you for your ongoing support with respect to the management of the Southport Boat Harbour Swing Moorings and we look forward to an ongoing mutually beneficial arrangement.

Sincerely

NEVILLE FERGUSON
Commodore



Tax Invoice / Receipt

Copy

ABN : 13200330520
Page 1 of 1

**Southport Yacht Club Inc.
MacArthur Parade
Main Beach Qld 4217**

GL Receipt No. 5620086728

Date 21.05.2002

Issued at MARITIME GOLD

COAST REG.

Operator ID MBMCHUG

System GATEWAY

Payment Method Receipt Cheque

Amount **\$19,800.00**

Cheques are accepted subject to clearance

Apportionment Account	Description	Value \$
44504	Mooring Right Fees	19,800.00 *
SOUTHPORT BOAT HARBOUR - MOORING RIGHT FEES		

Total Amount Received (incl GST) : \$19,800.00

* These items do not attract GST

(GST is a Commonwealth Government imposed tax)

Our ref 710/00133[kw]
Your ref

40

Enquiries John Bendel
Telephone 61 7 5583 8300
Facsimile 61 7 5583 8388

30 May 2002

Mr Neville Ferguson
Commodore
Southport Yacht Club Inc.
Macarthur Parade
Main Beach Qld 4217

Dear Sir

Management and Maintenance of Swing Moorings - Southport Boat Harbour

I refer to your letter of 2 May 2002 advising of the second six-monthly payment for the management rights to the swing moorings and your request to exercise the option to extend the management rights for a further twelve-month period.

In accordance with Clause 3.2 of the Specification, the Department is in agreement with your request for a further twelve months extension to the management rights of the swing moorings.

The agreement for the second twelve months period shall commence on **8 October 2002**.

Please ensure the required insurances (refer clauses 5 and 6 of the Specification) are in place prior to the above date and that a copy of such insurances is forwarded to this office 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 the policies are issued in the Principal's correct name.

In addition to the above the insurer shall provide a declaration that the above insurance policies comply with the requirements of the Specification. A copy of the declaration together with copies of the Certificate of Currency for the insurances is to be forwarded to this office.

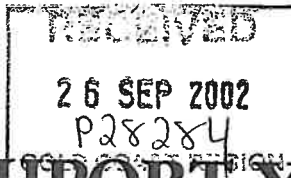
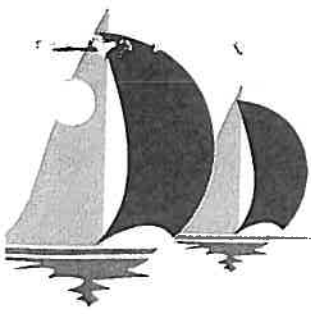
Payment for the management rights shall remain the same at \$39,600.00 for the twelve-month period.

The continued management of the swing moorings is appreciated, should you have any queries please contact this office.

Yours sincerely


Captain John Watkinson
Executive Director (Maritime)

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



RW

cc710/31 (43)
710/133

SOUTHPORT YACHT CLUB INC.

September 23, 2002

Mr Ross Winks
Queensland Transport
Marine Operations
Seaworld Drive
MAIN BEACH QLD 4215

Dear Ross

As required, please find attached a copy of Southport Yacht Club's Insurance Policy which is applicable to the marina and the swing moorings in the Southport Boat Harbour which the Club currently manages.

Please contact the writer if you require any further information.

Sincerely


JAN MULQUEEN
Finance Manager



**Gordon Wilson
& Associates Pty. Ltd.**

REGISTERED OFFICE:
240 MARGARET STREET
BRISBANE, QLD. 4000
GPO BOX 888, QLD. 4001
TEL: (07) 3229 3284
FAX: (07) 3221 8709
Email: admin@gordonwilson.com.au

TOWNSVILLE OFFICE:
15 PATRICK STREET
AITKENVALE, Q. 4814
PO BOX 888 M.C. AITKENVALE, 48
TEL: (07) 4775 1000
FAX: (07) 4775 1402
Email: gwilson@iprimus.com.au

LICENSED INSURANCE BROKERS

A.B.N. 84 010 096 376

11 September, 2002

CERTIFICATE OF CURRENCY

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

Insured: Southport Yacht Club Inc. &
Gold Coast Marine Agencies Pty Ltd &
"The State of Queensland acting through the Department of
Transport" all for their respective rights and interests

Class of Insurance: Marina Operators

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

Sum Insured: \$10,000,000

Situation: Macarthur Parade, Main Beach & Hollywell, Southport

Period of Insurance: Current to 4pm 07/06/2003

Underwriter: Associated Marine Insurers Agents Pty Ltd

Policy Number: 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....



Our ref 710/00133
Your ref

Enquiries Ross Winks
Telephone +61 7 55838300
Facsimile 61 7 55838288

30 September 2002

Ms Jan Mulqueen
Finance Manager
Southport Yacht Club
MacArthur Parade
Main Beach QLD 4217

Dear Ms Mulqueen

Management and Maintenance of Swing Moorings - Southport Boat Harbour

I refer to previous correspondence regarding the agreement between the Southport Yacht Club and Queensland Transport to manage and maintain the swing moorings in the Southport Boat Harbour.

In our letter to you dated 30 May 2002, Queensland Transport agreed to extend the current agreement for a further 12 month period, commencing on 8 October 2002, subject to the same terms and conditions previously set. This letter also required that the necessary insurances be in place prior to the commencement date and copies of the Certificate of Currency and insurer declaration be provided.

Your letter of 23 September 2002 has provided a copy of a Certificate of Currency for insurance, nominating the State of Queensland as co-insured until 7 June 2003. However, as the expiry date of the agreement will be 7 October 2003, the policy will need to be extended to that date. It will also be necessary to provide an Insurer declaration that the insurance policies comply with the requirements of clauses 5 and 6 of the Specification for the agreement.

It would also be appreciated if payment of the fee, either in one instalment of \$39,600 or two equal six monthly instalments be made prior to the commencement date, 8 October 2002, as required under the terms of the agreement.

Please contact Ross Winks, telephone 55838300, should you require clarification on any of these matters.

Yours sincerely

Acting Executive Director (Maritime)

Phone call from Penny Wyeth (Gordon Wilson & Assoc) SYC Insurance Brokers
A new policy will be provided before 7/6/03 to cover SYC QT from that date til 7/10/03. He will provide evidence to show insurances comply with clauses 5 & 6 of Spec.

Maritime
Gold Coast Region
40-44 Seaworld Drive, Main Beach Qld 4217
PO Box 107 Southport Qld 4215

5/11/02.

P13975
710-133

FROM

ATT: JOHN VENDER

P13975

55838288

RATES AS AT 1 JULY 2001

PHONE 55911911

GST INCLUSIVE

FAX 55916147

SOUTHPORT YACHT CLUB MARINA
MACARTHUR PARADE
MAIN BEACH 4217

VHF CH 74

	DAILY		WEEKLY		MONTHLY		MONTHLY		13 WEEKS		26 WEEKS		52 WEEKS	
	Member	Visitor	Member	Visitor	Member	Visitor	Member	Visitor	Member	Visitor	Member	Visitor	Member	Visitor
9m Double	\$30	\$36	\$100	\$132	\$349	\$479	\$877	\$1,686	\$3,037					
10m Double	\$30	\$36	\$110	\$132	\$389	\$479	\$977	\$1,686	\$3,375					
Single	\$30	\$36	\$133	\$166	\$463	\$565	\$1,172	\$2,241	\$4,050					
Wide	\$30	\$36	\$133	\$166	\$463	\$565	\$1,172	\$2,241	\$4,050					
11m Double	\$30	\$36	\$118	\$146	\$428	\$520	\$1,077	\$2,047	\$3,709					
11.5m Double	\$30	\$36	\$122	\$155	\$448	\$543	\$1,127	\$2,140	\$3,876					
12.2m Double	\$30	\$36	\$135	\$163	\$479	\$581	\$1,199	\$2,363	\$4,154					
12.5m Double	\$30	\$36	\$138	\$168	\$491	\$593	\$1,228	\$2,422	\$4,296					
Single	\$31	\$37	\$165	\$201	\$589	\$712	\$1,473	\$2,905	\$5,108					
Wide	\$31	\$37	\$165	\$201	\$589	\$712	\$1,473	\$2,905	\$5,108					
15m Double	\$30	\$37	\$147	\$180	\$543	\$658	\$1,352	\$2,580	\$4,687					
Single	\$31	\$37	\$176	\$216	\$650	\$790	\$1,622	\$3,096	\$5,624					
Wide	\$31	\$37	\$176	\$216	\$650	\$790	\$1,622	\$3,096	\$5,624					
Single/Wide	\$34	\$38	\$184	\$225	\$677	\$822	\$1,689	\$3,224	\$5,859					
16m Double	\$30	\$37	\$163	\$197	\$594	\$714	\$1,530	\$2,805	\$5,100					
Single	\$37	\$42	\$195	\$235	\$712	\$858	\$1,835	\$3,365	\$6,119					
Wide	\$37	\$42	\$195	\$235	\$712	\$858	\$1,835	\$3,365	\$6,119					
16.5m Double	\$31	\$38	\$168	\$202	\$561	\$737	\$1,578	\$2,891	\$5,259					
T-Head	\$37	\$43	\$193	\$231	\$703	\$822	\$1,815	\$3,325	\$6,048					
17m Single	\$39	\$47	\$212	\$243	\$773	\$928	\$1,990	\$3,395	\$6,635					
18m Double	\$36	\$43	\$191	\$229	\$697	\$837	\$1,792	\$3,284	\$5,970					
Single	\$43	\$52	\$229	\$276	\$836	\$1,004	\$2,150	\$3,940	\$7,165					
Single/Wide	\$44	\$53	\$239	\$286	\$872	\$1,046	\$2,240	\$4,105	\$7,463					
20m Single	\$48	\$57	\$265	\$324	\$955	\$1,158	\$2,481	\$4,550	\$8,274					
24m Head	\$61	\$72	\$328	\$395	\$1,194	\$1,433	\$3,070	\$5,629	\$10,232					

Larger berths are available and pricing is provided on request.

NOTE: SWING MOORINGS: YEARLY - \$738.00 PER METRE.

HALF YEARLY ANNUAL RATE + 2 + 10%

< 1.25M MONTHLY - \$159.00

WEEKLY - \$43.00

DAILY - \$11.00

With

> 1.25M MONTHLY - \$173.00

WEEKLY - \$49.00

DAILY - \$11.00

dinghy tie up

< 1.25M MONTHLY - \$157

WEEKLY - \$41.00

DAILY - \$8.00

With

MEMBERS - \$28.00 PER WEEK

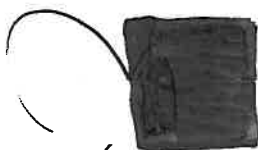
VISITORS - \$46.00 PER WEEK

File Note

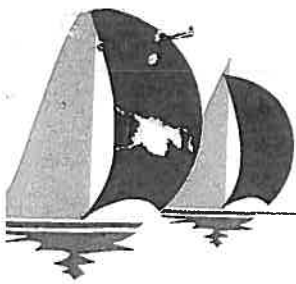
Phoned Neville Ferguson 4.30 pm Wed. 26 Sept
advised him that we would not be able
to have new agreement in place until few
minor matters re SFC - Mooring hirers agreements
are ~~in place~~ satisfactory.

Steve Fisher is away this week and these
matters should be able to be sorted early
next week.

Neville Ferguson is agreeable to extending
the present agreement by 1 more week.



26/9/01.



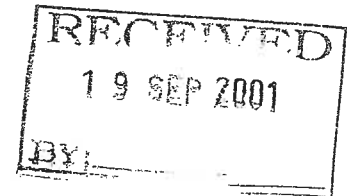
SOUTHPORT YACHT CLUB INC.

RW
710/133 (11)

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 simply 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, Steve Fisher on 07 55 911 911.

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

Sincerely

A black rectangular redaction box covering the signature of Neville Ferguson.

NEVILLE FERGUSON
Commodore

Our ref 710/00133(kw)
Your ref

Enquiries Ross Winks
Telephone +61 7 55838279
Facsimile +61 7 55838288

24 September 2001

The Manager
Southport Yacht Club
MacArthur Parade
Main Beach Qld 4217

Attention: Mr S Fisher

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 Ross Winks on 5583 8300 should you need to discuss this matter further.

Yours sincerely

A black rectangular redaction box covering the signature of Doug Woodbury.

Doug Woodbury
Maritime Director (Gold Coast)

9

File Note

13 Sept. 2001

Met with Steve Fisher this morning to inspect the facilities proposed to be provided by SYC to satisfy the conditions of the offer.

Two ablution blocks are available for the use of the mooring hirers;

A small block (male and female) near the workshop/hardstand area, and

A larger block (male and female, and laundry) just west of the clubhouse.

Both blocks appeared to be clean and in a satisfactory condition.

Industrial garbage bins are located at various convenient places throughout the complex. Recycle bins have also been provided near the club house.

Long term dinghy storage in an enclosed, lockable compound is available to mooring users. Short and longer term dinghy mooring is also provided at two locations on the water in close proximity to the ablutions buildings.

The required number of carparking spaces are available at two locations. 10 at the eastern end of the car park area, and 4 at the western end.

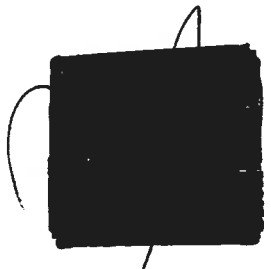
All facilities are at the locations shown on the SYC plan no. 5848-22.

The conditions of the agreement between the SYC and mooring hirers was discussed. It was agreed that clause 5 under Assignment would be amended to list all facilities to be provided.

It was also agreed that the indemnity clause be altered to include Queensland Transport as well as SYC being indemnified under the mooring hirers insurance.

The GST clause is to be revisited and modified where required.

The conditions of the Agreement will be placed before the clubs solicitor and insurance agent before being finalised but in the meantime a draft amended copy will be forwarded to us.



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: Mr Steve Fisher

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.

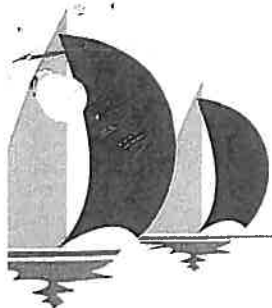
Maritime Division
Gold Coast Region
40 - 44 Seaworld Drive
Main Beach Queensland 4217
PO Box 107 Southport Queensland 4215
ABN 13 200 330 520

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

Yours sincerely



Doug Woodbury
Maritime Director (Gold Coast)
Gold Coast Region



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, Steve Fisher, Gill Baker, Alistair Mitchell 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,

GARY CARNEILL



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.

Gordon Wilson & Associates Pty. Ltd.

REGISTERED OFFICE:
240 MARGARET STREET
BRISBANE, QLD. 4000
GPO BOX 688, 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: \$15,000,000

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

C003725

QUEENSLAND
TRANSPORT

Certificate of Competency
RESTRICTED COXSWAIN

This is to certify that

Gillien Rodney BAKER

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

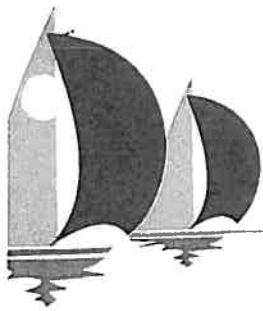
Issued in lieu of a Certificate of
Competency as Restricted Coxswain (Trading)
No. R62796 issued on 17.5.1994.



30 APR 1996

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

6691

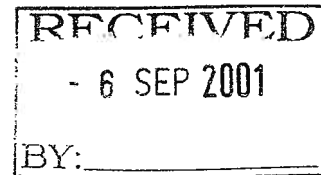


RW 710/133
P17128 ①

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, Mr. Gary Carnell, has resigned from the Club, effective 3 September 2001.

Mr. Carnell was shown as the contact person on the Club's recent Tender. Could you please change your records to show the new contact as Jan Mulqueen, Finance Manager.

For technical queries, please feel free to contact Steve Fisher direct on 07 55911 911.

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

Sincerely

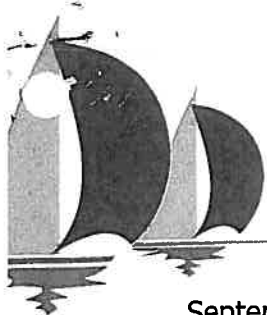


per

NEVILLE FERGUSON
Commodore



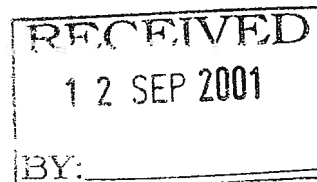




SOUTHPORT YACHT CLUB INC.

RW
710/133
P17265 (2)

September 11, 2001



Mr Doug Woodbury
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



- 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.

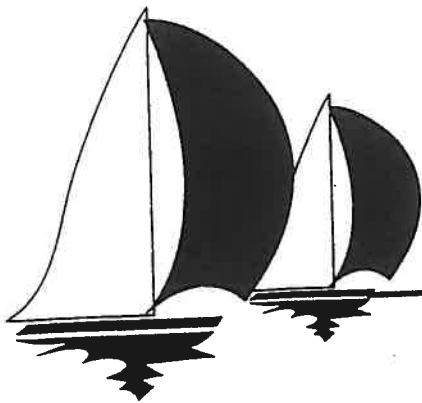
Sincerely

A black rectangular redaction box covering the signature of Neville Ferguson.

NEVILLE FERGUSON
Commodore

Plan of Swing Mooring On-Shore Facilities





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.

DMS E-Mail Record

Document ID:	E5485	Outwards E-mail	
Date Written:	11/10/2006	Date Registered:	11/10/2006
Author:	Brian P McRae	Project ID:	
Author Title:	Manager (Waterways Planning & Infrastructure)	Author Ref:	
	SEQ South	Related Docs:	
Corporate Author:	SERVICES EXTERNAL SERVICES	Related Files:	
Subject:	Mail Reply - Re: Fw: Southport Boat Harbour-Swing Moorings		
Action Officer:	Geneva T Bouchaia		
Title:	Administrative Officer	Business Unit:	Corporate Support
Action Due:	26/10/2006	Date Actioned:	18/10/2006
Action Status:	Action Completed		
Security:			

File ID:	710/00133[3]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbour Management & Control Of Buoy Moorings		
On File:	No		
Folio No:	62		
Copies of Documents Placed onto:			

Brian P McRae/cp5/qdot/au
11/10/2006 04:57 PM

To Clive A Lowe/cp1/qdot/au
cc
bcc
Subject Re: Fw: Southport Boat Harbour-Swing Moorings
7029D02A04C92AB44A257202007ED038

Hi Clive,

Working backwards on my day -- just found your email, so my previous emails were not intended to address this.

Nevertheless, I don't see any options with regards to the year that is now past. The SPYC has collected monies and we should collect the government's ~\$40,000 that they owe us.

In terms of from this point forward, we can either take over the moorings at expiry of the contract extension -- the one we haven't offered or gotten agreement to yet (about 1-week from now) or offer a bit more of an extension. I really don't see the wisdom of taking over them and I don't imagine anyone is advocating that.

There are a number of other alternatives that will take varying periods of time. I will try to knock up a quick and dirty options paper for you and I to discuss before proceeding.

In the interim, I don't see anything happening quickly and I don't think the absence of a contract is a good arrangement to perpetuate.

Cheers, Brian

Clive A Lowe/cp1/qdot/au

Clive A Lowe/cp1/qdot/au

To Brian P McRae/cp5/qdot/au@Qdot

10/10/2006 09:17 AM

cc

Subject Fw: Southport Boat Harbour-Swing Moorings

Brian

Despite the fact that there is no reference to this matter in the Minutes, those that were there assure me the extension of the contract was approved to allow an options paper to be developed.

I suppose what we need now is a paper for the consideration of the BFB outlining the history of the moorings, including details of ownership, how similar situations in other parts of the State (other parts of SEQ South?) are handled, together with any options available from maintaining the status quo through to getting out of the business altogether. The recommendations would also need to cover how we address the past 12 months and the next few months while the options are considered and implemented.

Your thoughts?

Clive Lowe
A/Regional Director
SEQ South
Services Division

Telephone: [REDACTED]
Mobile: [REDACTED]
Facsimile: (07) 3839 4687

----- Forwarded by Clive A Lowe/cp1/qdot/au on 10/10/2006 09:05 AM -----

**Kevin P
Merrick/cp1/qdot/au**
Sent by: Services Group
Directorate

To Clive A Lowe/cp1/qdot/au@qdot
cc

10/10/2006 09:02 AM

Subject Re: Fw: Southport Boat Harbour-Swing Moorings [REDACTED]

Clive

I am sorry I thought I got back to you. I did go through all the boating board documentation and could find no reference of it being discussed by the board.

We have done some papers on Gold Coast Waterways such as Coomera River dredging but I could not find anything specific to swing moorings for Southport

Brian is welcome to also go through the files but I do not think I missed it

Kevin
Clive A Lowe/cp1/qdot/au

**Clive A
Lowe/cp1/qdot/au**
10/10/2006 08:08 AM

To Kevin P Merrick/cp1/qdot/au@qdot
cc

Subject Fw: Southport Boat Harbour-Swing Moorings

Kevin

Any progress on this one?

Thanks

Clive

Telephone: [REDACTED]
Mobile: [REDACTED]
Facsimile: (07) 3839 4687

----- Forwarded by Clive A Lowe/cp1/qdot/au on 10/10/2006 08:08 AM -----

**Clive A
Lowe/cp1/qdot/au**
26/09/2006 05:27 PM

To: Kevin P Merrick/cp1/qdot/au
cc
Subject: Southport Boat Harbour-Swing Moorings

Kevin

I apologise at the outset for this email being somewhat vague but please stay with me on this one.

I understand that some years ago QT called a tender for the management of a number of swing moorings adjacent to the Southport Yacht Club. As the Club was the successful tenderer we entered into a contract with them. (I am not sure if we own the moorings or if we lease them from MSQ). The contract expired and we granted an extension (probably quite inappropriately) which subsequently expired in October 2005. Despite the fact that no further extension was granted, the Club continues to operate the moorings and is quite willing (I think) to continue paying for the privilege, including "backpay" from October 2005.

Now, to the purpose of this email. I believe this matter was raised at Boating Facilities Board some time ago-probably around the time the contract was extended. Apparently the extension was granted to allow an options paper to be developed regarding the future of these moorings-it never was. Can you let me know if there was any reference to this matter in the minutes, and if so, forward a copy so I can progress the matter.

Thanks

Clive

Telephone: (07) 3135 5514
Mobile: 0400 795 647
Facsimile: (07) 3839 4687

(61)

DMS E-Mail Record

Document ID:	E5483	Outwards E-mail	
Date Written:	11/10/2006	Date Registered:	11/10/2006
Author:	Brian P McRae	Project ID:	
Author Title:	Manager (Waterways Planning & Infrastructure)	Author Ref:	
	SEQ South	Related Docs:	
Corporate Author:	SERVICES EXTERNAL SERVICES	Related Files:	
Subject:	Mail Reply - Re: Spyc Swing Moorings		
<hr/>			
Action Officer:	Geneva T Bouchaia	Business Unit:	Corporate Support
Title:	Administrative Officer	Date Actioned:	18/10/2006
Action Due:	26/10/2006		
Action Status:	Action Completed		
Security:			
<hr/>			
File ID:	710/00133[3]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbou		
	Management & Control Of Buoy Moorings		
On File:	No		
Folio No:	61		
Copies of Documents Placed onto:			

Brian P McRae/cp5/qdot/au

11/10/2006 04:37 PM

To Clive A Lowe/cp1/qdot/au

cc

bcc

Subject Re: SPYC SWING MOORINGS
489310D5038EAF534A257204001E8BF7

Thanks for the clarification. I recall that you said Judy was not concerned about the fact that we were a year out of date on the contract and I appear to have erroneously interpreted the delay as being her call.

I think you are clear, but the "risk" is that the SPYC has been operating for one-year without a contract and without paying us any money. They have managed the moorings as if there was a contract and have collected fees. We are now about to enter year two. The whole point of my letter was to at least tidy things up so that we could address the alternatives without the continued absence of a contract or lack of revenue collection. The exploration and execution of any alternative is likely to take us at least 6-months, more realistically 1-year. That's why my letter provided for the past year + 6-months and an option for a 6-month extension.

Your call, but I think we ought to at least get a letter out for the past year that is well and truly gone so we can collect the revenue.

Cheers, Brian

Clive A Lowe/cp1/qdot/au

Clive A Lowe/cp1/qdot/au

11/10/2006 03:34 PM

To Brian P McRae/cp5/qdot/au@Qdot

cc

Subject Re: SPYC SWING MOORINGS

Brian

I, not Judy, have put the extension on hold.

Clive

Telephone: [REDACTED]
Mobile: [REDACTED]
Facsimile: (07) 3839 4687

Brian P McRae/cp5/qdot/au

**Brian P
McRae/cp5/qdot/au**
11/10/2006 03:31 PM

To cynthia.m.turner@msq.qld.gov.au
cc Clive A Lowe/cp1/qdot/au@qdot
Subject SPYC SWING MOORINGS

Hi Cyndy,

Status of the letter I drafted re the SPYC swing moorings is that it is "on-hold". I know you are concerned about being able to follow through with the revenue collection process, which is now close to 1-yr behind schedule. Judy Oswin has put the contract extension on-hold due to concern that earlier direction provided through the Boating Facilities Board has not been actioned. The nature of that direction is being researched, but I believe it relates to a desire to see options investigated, including divesting QT of the moorings in some way.

Cheers, Brian

DMS E-Mail Record

Document ID:	E3611	Outwards E-mail	
Date Written:	23/12/2005	Date Registered:	23/12/2005
Author:	Brian P McRae	Project ID:	
Author Title:	Manager (Waterways Planning & Infrastructure) South	Author Ref:	
Corporate Author:	SERVICES GROUP SOUTH EAST REGION	Related Docs:	
Subject:	Mail Memo - Fw: Syc Moorings		
Action Officer:	Annabel G Walden	Business Unit:	Corporate Support
Title:	Administrative Officer	Date Actioned:	04/01/2006
Action Due:	07/01/2006		
Action Status:	Action Completed		
Security:			

File ID:	710/00133[3]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbou		
On File:	Yes		
Folio No:	50		
Copies of Documents Placed onto:			

Brian P McRae/cp5/qdot/au
23/12/2005 06:46 PM

To rose kent
cc John H Bendel/cp3/qdot/au@Qdot
bcc
Subject Fw: SYC moorings

Hi Rose,

Happy New Year! (presumably and hopefully)

We have briefly discussed the matter of the Southport Yacht Club's (SPYC) development proposal, the resulting implications regarding my buoy moorings and my view of appropriate briefing mechanisms based on conversations with Rob Hillier.

I reached a consensus view with MSQ today, which doesn't conclude the matter, but satisfactorily resolves it for the moment. There is probably more information below than you want to know, but you are most welcome to call me if I've missed something!

The urgent matter for your attention is the currently expired contract with the SPYC for management of the swing moorings. I had early aspirations last year, when I approved putting the extension of the contract up for Ray's signature (in my first month of employment), of doing a holistic review and perhaps exploring some alternatives. Between the cruise ship and the SPYC's conversations about development, this just wasn't practical, without taking into consideration other priorities.

The contract should now be renewed. This is really the only practical option. I have attached an offer letter to them for your signature. As A/RD, I believe this falls within your delegation under section 24(3)(a) of the *Transport Planning and Coordination Act* (power to enter into contracts, arrangements, deeds). The letter I've attached for your signature is a revision of the letter I put forward to Ray last year, which he signed off on.

As indicated at the end of the email below, I will be progressing a briefing on where we go from here -- well in advance of next year. The issues are complex, largely because of the fact that the Gold Coast isn't currently a State Boat Harbour, but we used to be and we have a lot of legacies hanging about

from those days. Hopefully, you have no problems with signing the attached. If you have questions or reservations, you can talk to John or are certainly welcome to call me during the first two weeks of January while I am on leave. I really don't mind and will have my mobile with me.

Cheers, Brian



QT Letter Southport Yacht Club - Swing Moorings Contract extension 2005-06.doc

----- Forwarded by Brian P McRae/cp5/qdot/au on 23/12/2005 06:22 PM -----

**Brian P
McRae/cp5/qdot/au**
23/12/2005 06:19 PM

To "ICM - Bobbie Corbett"
<b.corbett@coastalmanagement.com.au>
"Jan Mulqueen" <jan@southportyachtclub.com.au>,
cc greg.i.turner@msq.qld.gov.au,
russell.w.witt@msq.qld.gov.au,
john.h.bendel@transport.qld.gov.au
Subject Re: SYC moorings

Dear Bobbie & Jan,

Sorry that feedback has been slow coming, but you've opened up quite a Pandora's box for us. While the matter did get briefly discussed a while back, we weren't prepared for the scope or scale or the proposed buoy mooring relocations. I had thought to get you a formal IPA response that allowed you to progress your application subject to a broad condition, but the current consensus is we can't move forward on that basis. So, I thought it best to give you some concrete written guidance, but keep it informal. Hopefully, this will give you something to go on.

BACKGROUND

A quick recap of the mechanics is in order to ensure we are all on the same page. The SPYC expansion requires the relocation of some buoy moorings. Those buoy moorings are owned by QT and fall under my custody. SPYC manages those buoy moorings on my behalf under a contract (currently expired -- more below). My buoy moorings, as with all buoy moorings, are held through an authority issued by MSQ (still QT, but a different Division from mine).

For your application to be progressed, you need MSQ's OK, as a concurrence authority under IPA. Their concern is navigational safety. Unofficially, they do not appear to have any concerns as a concurrence agency about the structural component of your application -- the new marina berths themselves don't appear to raise any navigational safety concerns. This is just my unofficial word, but it is based on talking to them (Greg Turner is the appropriate contact) and your odds of getting that in writing are pretty good.

However, they are not content at this stage regarding the acceptability of the proposed buoy mooring relocation. Their basis to object to the relocation is part of their concurrence powers under IPA, so on this basis we can't give you a go ahead on the application. They are of the opinion that it is not acceptable to simply have a loose condition such as "subject to satisfactory negotiation". So, on that basis, we can't progress until we get an acceptable plan for the buoy moorings.

In addition to this role, MSQ has another part to play. I own the moorings, but subject to the authority issued by them. In order for me to move my moorings, I will need them to approve my application for a new or amended authority. It is all the same at the end of the day, but I wanted to make sure you understood the steps that need to happen and the legal/regulatory framework.

MOORING RELOCATION

Relocation is ultimately dependent on a combination of one or more of three options: the number of

moorings, the swing radius and the footprint of the buoy mooring area. We can increase or decrease one or more of these three factors in concert to get an outcome. The first plan you put forward kept the number of swing moorings level (perhaps added one?), decreased the swing radius for some moorings and increased the footprint of the buoy mooring area. The second revised plan dropped a few moorings, used the same approach regarding radius (presumably – not possible to ascertain from what you have provided), and increased the footprint slightly from the present case, but less so than the first plan. Your revision reflected our concern about extending the footprint so far north on the western shore and took onboard our comments about dropping some moorings, but it doesn't appear to have addressed our concerns about swing radius. Our views – both mine and MSQ's – regarding these three factors are summarised below.

---> Number of Moorings

As owner, I am prepared to consider a reduction in the total number of swing moorings. As previously indicated, this decision contains policy dimensions and I need to be mindful of the need to advise upwards regarding this decision, so I can't resolve this matter from a long-term perspective within a short, or predictable, time frame. I have given Jan the OK to remove three moorings, on the basis that the vacancy is accomplished through attrition and the decision is temporary – we may put them back somewhere else. My understanding is that this is basically to clear the way for the superyacht arm of the development proposal and is achievable due to the fact that those moorings could be vacated without displacing anyone.

The plans appear to indicate a consistent desire to remove 18 buoy moorings from the eastern side (8 from the area in front of our building and 10 from the area between the channel and the SPYC/Proud Park). Is it really necessary to move that many to proceed with the development? MSQ is not sure that this many need to be moved in order to accommodate navigational considerations. This should be considered further.

Any diminishment of the number of moorings will need to be a gradual process, accommodated through attrition. It may be foreseeable that we would "cancel" one or more moorings, but this is a fairly severe step contrasted with the preferable option of simply not filling a voluntarily vacated mooring. This would be our preference. The implication of course is that time will be required.

---> Swing Radius

I expressed concerns about the decrease in swing radius from the standpoint of the fact that the "value" of my commodity would be diminished. I understand the logic of tailoring swing radius to reflect current demand, but I was unsure that I wanted to trade "down" from a collection of moorings that could accommodate a range of vessels to a collection that was more constrained.

As indicated above, my considerations are not the only concern. Even if I were amenable to a possible diminishment in the value of my commodity, presumably on the basis that it was an efficient allocation of space, I have to apply to MSQ for buoy mooring authorities on that basis. MSQ's opinion on this matter is very clear and very firm. No reduction in swing radius. This is based on having tried different approaches in the past and making adjustments in response to problems. The current arrangements have been relatively problem free.

I'm not trying to put the burden all on MSQ – I'm not convinced that I would be happy with a reduction either, as previously expressed. The bottom line here is that a reduction in swing radius is simply NOT an option.

---> Buoy Mooring Area Footprint

We told you earlier that going north was likely to raise objections from GCCC and/or the public. We've talked about it a bit more. While we are still concerned, some feel there may be some scope to go north a bit.

There is a second caveat here, which is depth. There needs to be adequate depth to accommodate the moorings, probably on the order of 2-2.5m minimum. We are prepared to do the survey. We intend to have someone out shortly to do some other work and can take this on then (probably in February). MSQ approval of new buoy mooring authorities to the north is dependent on survey data. So, until we have that data, we can't proceed.

Depth constraints could of course be addressed by dredging. The approvals and cost are likely to be

prohibitive, but that is SPYC's call. If they want to take on responsibility for the cost of dredging and permitting, etc., then we will lend some assistance, such as the survey work. This is not an OK for dredging, it is just an indication that if the yacht club sees this as a potentially desirable option, we are willing to consider it. Of course, besides cost, you'll need approval from EPA and GCCC may also have an opinion on this.

If the footprint is to be increased northwards by a few moorings, such as the most recent plan, probably no need to consult Council. But, if plans require going substantially north, GCCC will need to be consulted and it will be up to SPYC to obtain their consent. They don't have any absolute authority in this matter, but we have no desire to create ill will, so their consent is strongly desirable in our view. If they have a mixed reaction -- some reservations but short of severe opposition -- we'll consider proceeding. At this stage, we would not be prepared to take them on in the face of strong opposition from them to the proposal.

OPTIONS

Per the above, reduced swing radius is not an option. This has been part of both plans. That leaves fewer moorings -- which takes time based on our condition of attrition -- and footprint, which will require survey and possibly contact with GCCC. On this basis, progressing the development application immediately is not an option.

There is one other approach, which has been discussed before, but not raised above. The dual swing mooring that was trialed allowed a "doubling-up" and reduced the swing radius (I'm just going off the manufacturer's claim here -- you'll have to see if MSQ agrees). This approach would allow for relocation of moorings, within the existing footprint. The only downside is cost. If the SPYC is eager to proceed, this is probably the most expedient alternative. They'll just have to decide if the time factor is important enough to wear the cost of the infrastructure.

There is also one other variable, mentioned briefly above. You might want to consider whether you really need to relocate 18 moorings. Greg thought you might be able to get away with about 1/2 of that. You may know better, but something to consider.

The final consideration that must be mentioned is the four swing moorings in front of our office. I haven't looked closely to see what you've done with those -- if anything. We do of course need those and they do need to be more or less where they are -- in front of our building.

SWING MOORING MANAGEMENT CONTRACT

This is more for Jan and Sharon. The contract has of course expired. I have drafted a letter for signature by the RD SER, to SPYC, inviting them to accept an extension of the current contract, under the current terms, for a period of 1-year from the expiry of the present contract (October 2005). This should have been done a while ago, but the pending discussions side-tracked it. At this stage, it is pretty clear to me that any changes won't be resolved expeditiously and the preferred course would seem to me to be that we renew the contract.

An issue we discussed recently was how to accommodate a reduction in moorings into the contract. At this late stage of renewing the contract, I'm not inclined to get into those sorts of changes. My thinking is that I have no intention of initiating a change in the number of buoy moorings. The contract already contains provisions for SPYC to request an increase or decrease in the number of moorings. I've indicated a willingness to consider a reduction (through attrition). This would of course be a temporary removal, until I secure an OK from a policy perspective. All of this is well within the scope of the current contract, as I read it.

If there is to be a reduction, it will be at SPYC's initiative, presumably on the basis that it serves the club's commercial interests. Under these circumstances, I don't consider it unfair to suggest that the club should wear the loss of revenue. After all, the loss of swing mooring revenue will presumably be offset, at least in the long run, by a net increase (marina berth revenues presumably exceeding any loss in swing mooring revenues). It is a commercial decision for the yacht club to make.

When we come to renewal next year, it would of course be fair to reconsider the situation, based on the number of swing moorings present at that time. So, the yacht club also has the option of

forestalling any removal of moorings, and concomitant loss of revenue, until the next contract cycle. At the end of the day, the position I am offering for your comment and consideration is that the desire for change is the yacht club's initiative and it is up to you to weigh up the commercial benefits of any course of action, including timing.

I will proceed with the offer letter. The SPYC is of course under no obligation to accept. If you would like to discuss modifications or are clear on your intention to decline, that is your option and I welcome dialogue or advice at your earliest convenience.

LONG-TERM (FIRST HALF OF 2006) ACTIVITIES

I want to see the policy aspects of this matter resolved before we get to next October when an extension of the contract, if agreed to, expires. I will be putting up a background briefing and recommendations early next year. From my perspective, there are a lot of fundamental questions. The current situation is the result of an inherited legacy, which may or may not be the best arrangement under the present circumstances.


The fact that I own 74 buoy moorings is somewhat unique. It is inherited from when there was a waterways authority. It is largely un-replicated in the state, the exception being State Boat Harbours. We could keep the model and seek to mirror the State Boat Harbour approach – this will require some adjustments. We could convert the buoy moorings to "private" authorities, similar to the rest of the state on the Broadwater. We could remove some or all of them, which may be the approach that dovetails best with current plans regarding the Gold Coast Marine Development (cruise ship terminal, etc.). As you are at least somewhat aware, we have had some re-structuring and it is an appropriate time to evaluate these considerations.

This hopefully gives you a bit of insight regarding the difficulty I face in simply giving you a straight-forward response to your proposal. From my perspective, there are a number of options and competing mandates. The matter is neither simple nor clear. I know from anecdote that the "politics" of the SPYC are not to be dismissed. My environment is at least as complex and moving forward requires some consultation and consideration of the interests of various stakeholders, from a government perspective. I am neither unaware nor lacking in sympathy for the yacht club's position, desires or needs. But, I have to work within my constraints, which ultimately include a very high degree of public accountability. I am most interested in any views or suggestions you may have and will endeavour to work with you in a cooperative fashion. But, in this matter, my constraints also apply to your situation.

I hope this information provides you with a more informed basis for progressing the SPYC's planning process. It may not be what you wanted to hear, but hopefully it will help us to move forward to a mutually acceptable outcome. I will be away the first two weeks of January. Greg Turner will be available and he would probably be a very valuable point of contact for discussing alternatives (Russell will also be away and Greg will be acting in his position). Regarding the contract or similar matters that fall within my domain, you can contact John Bendel in my absence. Both can be reached at 07-5539-7300.

Cheers, Brian

Brian McRae
Manager Waterways Planning & Infrastructure, South
South East Region, Queensland Transport



Fax 07-5539-7388

PO Box 107
Southport Qld 4217

40-44 Seaworld Drive
Main Beach Qld 4217

"ICM - Bobbie Corbett" <b.corbett@coastalmanagement.com.au>

"ICM - Bobbie Corbett"
<b.corbett@coastalmanagement.com.au>

05/12/2005 01:44 PM

Please respond to
"ICM - Bobbie Corbett"
<b.corbett@coastalmanagement.com.au>

To "Brian McRae" <brian.p.mcrae@transport.qld.gov.au>, "Jan Mulqueen" <jan@southportyachtclub.com.au>

cc

Subject SYC moorings

Brian,

Please find attached revised layout for SYC moorings. Note location of existing northernmost vessels. Layout extends slightly further north, but not substantially so. I have retained mooring circles corresponding to existing vessel sizes, except in situations where it is known that multiple vessels utilise the mooring. This achieves best use of the space available and there is some flexibility if lessees change to a larger vessel.

It is proposed that transition to this layout be undertaken in stages [i.e. moving moorings as necessary to reduce impact and negative PR] - probably over the course of the next year. If required, there is the potential for this to be revised if / when additional berths are relinquished. I think this is a more favourable course - better than terminating moorings.

Cheers,
Bobbie

Bobbie Corbett
International Coastal Management
PO Box 7196
Gold Coast Mail Centre
Australia 9726
PH : (07) 55640564 (INT 61-7-55640564)
FAX : (07) 55329147
MOB: 0407664483
www.coastalmanagement.com.au

[attachment "C.htm" deleted by Brian P McRae/cp5/qdot/au]

[attachment "SYC mooring layout - rev a.pdf" deleted by Brian P McRae/cp5/qdot/au]

23 December 2005

Ms Sharon Vitale
Southport Yacht Club
Macarthur Parade
Main Beach 4217

Dear Sharon

Southport Boat Harbour - Swing Moorings

The one year extension to the current swing moorings contract between Queensland Transport and the Southport Yacht Club expired on the 8 October 2005.

Due to the ongoing negotiations between the Yacht Club and the Department in relation to the proposed extension of the clubs seabed lease and the subsequent necessary relocation of some of the swing moorings, the current agreement has been allowed to lapse. As the negotiations are ongoing and have not been finalised the Department has prepared another extension to the current agreement to be offered to the Southport Yacht Club.

Given the club's preparedness to accept a twelve month extension to the original contract in 2005 it is proposed to again extend the contract for a further twelve month period. Payment for the management rights shall remain the same at \$39,600.00 for the twelve month period.

If the Southport Yacht Club is in agreement with the above recommendation, the twelve month extension will be predated back to 8 October 2005. Written advice confirming your acceptance or otherwise of another twelve month extension to the current swing moorings contract would be appreciated.

It is noted that the Certificate of Currency presently lodged with the Department expires on 7 June 2006. Please ensure the Department is provided with a copy of the renewed Certificate of Currency before 4.00 pm on 7 June 2006.

Yours sincerely

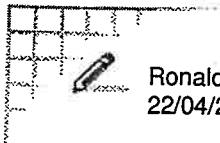
Rose Kent
A/Regional Director (South East)

South East Region
Watertways Planning and Unfrastructure
40-44 Seaworld Drive Main Beach 4217


ABN 13 200 330 520

Our ref 710/00133
Your ref
Enquiries Brian McRae
Telephone +61 7 0755838280
Facsimile +61 7 0755838288
Website www.transport.qld.gov.au
Email brian.p.mcrae@transport.qld.gov.au

20



Ronald J Willett
22/04/2004 12:48 PM

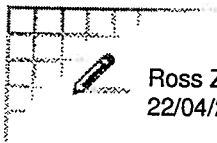
To: Ross Z Winks/cp3/qdot/au@Qdot
cc: Cathy E Brunjes/cp1/qdot/au@qdot
Subject: Re: Southport Boat Harbour Swing Moorings Management Document 

Hi Ross


Subsequent to my email I have further discussed the matter with Cathy Brunjes, the Director of Finance who believes the fees are neither regulated nor non-regulated, in that the fees are charged by the successful tender not QT.

In this regard Cathy believes the amounts charged are conditions to the contract. Hence any increases are open to the contract negotiation process and outside the scope to the fees and charges review. However she does give the qualifier, any proposed increase in these fees should be passed via the DG and maybe the Minister if adverse publicity may eventuate.

Ron.
Ross Z Winks



Ross Z Winks
22/04/2004 11:18 AM

To: Ronald J Willett/Finance/qdot/au@qdot
cc: Judith A Thompson/cp1/qdot/au
Subject: Re: Southport Boat Harbour Swing Moorings Management Document 

Ron,

Thanks for the information.

At this time I will take your advice and seek the CPI increase, if we can do that. The completed form is attached.



Nonreg2004_ServGoldCoast.Xl

However, yesterday I had a talk with Russell Witt, Regional Manager, MSQ Gold Coast (he was the Regional Manager for QT Maritime on the coast before the split to create MSQ). He pointed out that the fees in question, although set from the now defunct Gold Coast Waterways Authority Bylaws are not charged directly by QT to the mooring users. Under the terms of the existing agreement we have with SYC, the maximum chargeable fee SYC is allowed to charge to the mooring users is the fee specified in the agreement. It just so happens that now that fee is the same as the old GCWA bylaw fee. In accordance with SYC's accepted tender, SYC have agreed to pay QT an amount of \$39600 per year for the privilege of managing the swing moorings for QT and being able to charge the specified fees to mooring users.

As the fee is not charged directly by QT is it possible that the fee does not fall under the umbrella of regulatory or non-regulatory fees? If this is the case are we able to set a maximum charge that our client (SYC or whoever was to win the tender) can charge provided it is what the market can be reasonably expect to pay for such a facility.

I hope this makes sense

Regards

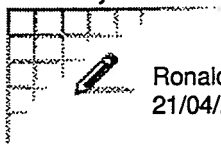
Ross

Judith,

For your information. I did not consider these fees at the time I provided you with the details of the other fees that were to be increased. If we are to seek an increase in these fees we may need ED approval

Ross

Ronald j Willett



Ronald j Willett
21/04/2004 10:40 AM

To: Ross Z Winks/cp3/qdot/au@Qdot
cc: Cathy E Brunjes/cp1/qdot/au@qdot, Christopher S Barnes/LTAS/qdot/au@QDOT
Subject: Re: Southport Boat Harbour Swing Moorings Management Document

Hi Ross

Sorry about the mix up with answering your email.

Yes it is possible to increase these fees.

I have looked through both the Transport Infrastructure (Public Marine Facilities) Regulation 2000 and the Transport Infrastructure (Gold Coast Waterways) Management Plan 2000; the fees referred to in your submission are not listed. Hence it would appear these fees are non-regulatory fees.

Basically fees of this nature are generally indexed once a year using a yearly CPI. Finance Branch facilitates the annual review process. Finance Branch forwards a schedule of the previous year's fees to Divisional Managers, by Division. Divisional Managers review "their" fees and indicate whether the fees are to increase by CPI, increase by an alternative figure, remain the same or are to be deleted. Any increases above CPI must be justified with a full CBRC, prepared by the relevant Divisions.

I believe the attached the attached schedule was forwarded to yourself on 03/02/04.



Nonreg2004_ServGoldCoast.XI

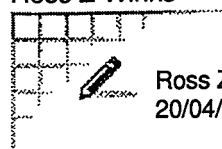
It would appear the fees have never been recorded in the schedule, when these fees should have been added before it was returned to Finance. If you wish I can ensure these fees are added to the schedule and indexed by CPI for the 2004 year. However I require your OK before I can do this.

Regarding your question if whether the fees as a minimum can be increased by CPI each year since they were last increased. The answer is yes however as explained yesterday this would require the preparation and submission of a CBRC by the relevant Divisions.

Given the fees review process is due to be completed within the next few weeks. My recommendation would be to index by CPI for this year and if we want to seek an greater increase in future years we start to work on the CBRC submission for the 2005 increase.

Regards
Ron Willett
Principal Finance Officer

Ross Z Winks



Ross Z Winks
20/04/2004 10:16 AM

To: Ronald j Willett/Finance/qdot/au@qdot
cc:
Subject: Southport Boat Harbour Swing Moorings Management Document

Ron,

The below email was sent to you earlier this year. To date we have not received a reply.

These swing moorings are owned by QT and are currently managed by Southport Yacht Club through an agreement with QT. The existing agreement is for a term of 1 year and expires in October. SYC have managed these moorings on behalf of QT for many years and have been regularly requesting that the hire rates and term of the agreement be increased. Under the agreement SYC pay QT an annual fee, currently \$39,600 for the right to manage the swing moorings.

As mentioned below the original fees were set under the former Gold Coast Waterways Authority Bylaws and have not been increased since 2 July 1987.

The existing fees are comparable with what is currently charges at the State Boat Harbours which also have not been reviewed or upgraded for many years. There is however, a difference in the services provided to the users of the moorings on the Gold Coast . The yacht club, under the terms of the agreement provides facilities such as ablutions, laundry, litter removal, carparking and dinghy storage as well as maintains all the apparatus of the swing moorings. This does not occur in the State Boat Harbours.

I believe that the existing fees are too low and should be increased.

In addition to what has been requested below, can you please advise if it is possible to increase the fees and if so, how can this be done. (AS a minimum is it possible to increase the fees by CPI for each year since they were last increased?)

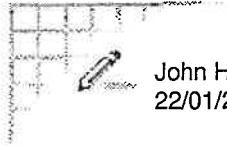
It is proposed, if the fees and term of the agreement can be increased, to call tenders for a new contract before the existing agreement expires.

Please call me on 55838279 if you wish to discuss the matter

Thank you

Ross Winks

----- Forwarded by Ross Z Winks/cp3/qdot/au on 20/04/2004 08:45 AM -----



John H Bendel
22/01/2004 03:39 PM

To: Ronald j Willett/Finance/qdot/au@qdot
cc: Ross Z Winks/cp3/qdot/au@Qdot
Subject: Southport Boat Harbour Swing Moorings Management Document

Ron

Ross Winks and I had a meeting on Wednesday with Cathy Brunjes regarding the fees for the hiring of 74 swing moorings in the Southport Boat Harbour. Cathy has asked me to forward a copy of the management document to you for advice regarding government regulated fees in relation to the fees currently used.

The fees presently being used under a management agreement with the Southport Yacht Club have been used for some years and were originally controlled under the Gold Coast Waterways Authority by-laws. These by-laws are no longer in existence

On page 15 of the attachment section 14.3 are the fees presently being used. Could you please provide advice on whether they should be regulated or non regulated fees.



Offer_Moorings Broadwater-19-7-WPM.d

Regards

John Bendel

(RW)

(15)
(21)

Tax Invoice / Receipt

COPY

Copy

ABN : 13200330520
Page 1 of 1

Southport Yacht Club Inc
MacArthur Parade
Main Beach Qld 4217

GL Receipt No. 5620116489

Date 10.05.2004

Issued at Maritime Gold Coast

Operator ID SLGIBBO

Telephone

Payment Method Receipt Cheque
Amount **\$19,800.00**

Cheques are accepted subject to clearance.

Apportionment Account	Description	Value(\$)
44504	Mooring Right Fees	18,000.00
	Southport Boat Harbour - Mooring Right Fees	
20125	GST Taxable Supplies	1,800.00
	Total GST Payable	
Total Amount Received (incl GST) :		\$19,800.00

* These items do not attract GST

(GST is a Commonwealth Government imposed tax)

*fees for period
April - Oct 2004*

$\$19800 \div 70 = \$282.86 / 6 \text{ months}$
 $= \$47.14 / \text{month}$
 $\text{from } 1/7 \rightarrow 1/10 = 3 \text{ months}$
 $= \$141.43$



SOUTHPORT YACHT CLUB INC.

MacARTHUR PARADE, MAIN BEACH,
GOLD COAST, QUEENSLAND. 4217

RW

CHEQUE No.
022749

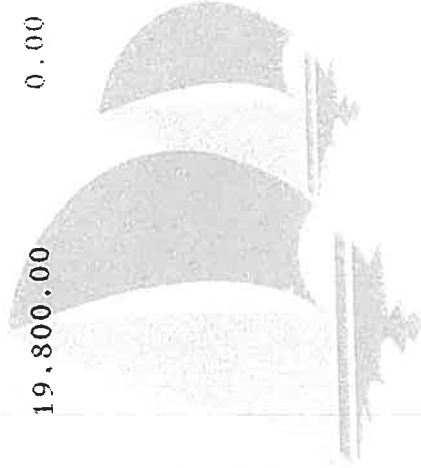
SWING MOORI 1/02/04

19,800.00

0.00

19,800.00

19,800.00



RECEIVED

10 MAY 2004

GOLD COAST REGION

POS 146266

Tax Invoice / Receipt

710/133 JB
(14)

Copy

ABN : 13200330520
Page 1 of 1

Souhtport Yacht Club
MacArthur Parade
Main Beach QLD 4217

GL Receipt No. 5620108951

Date 04.11.2003

Issued at Maritime Gold Coast

Operator ID AGWALDE

Telephone

Payment Method Receipt Cheque
Amount \$19,800.00

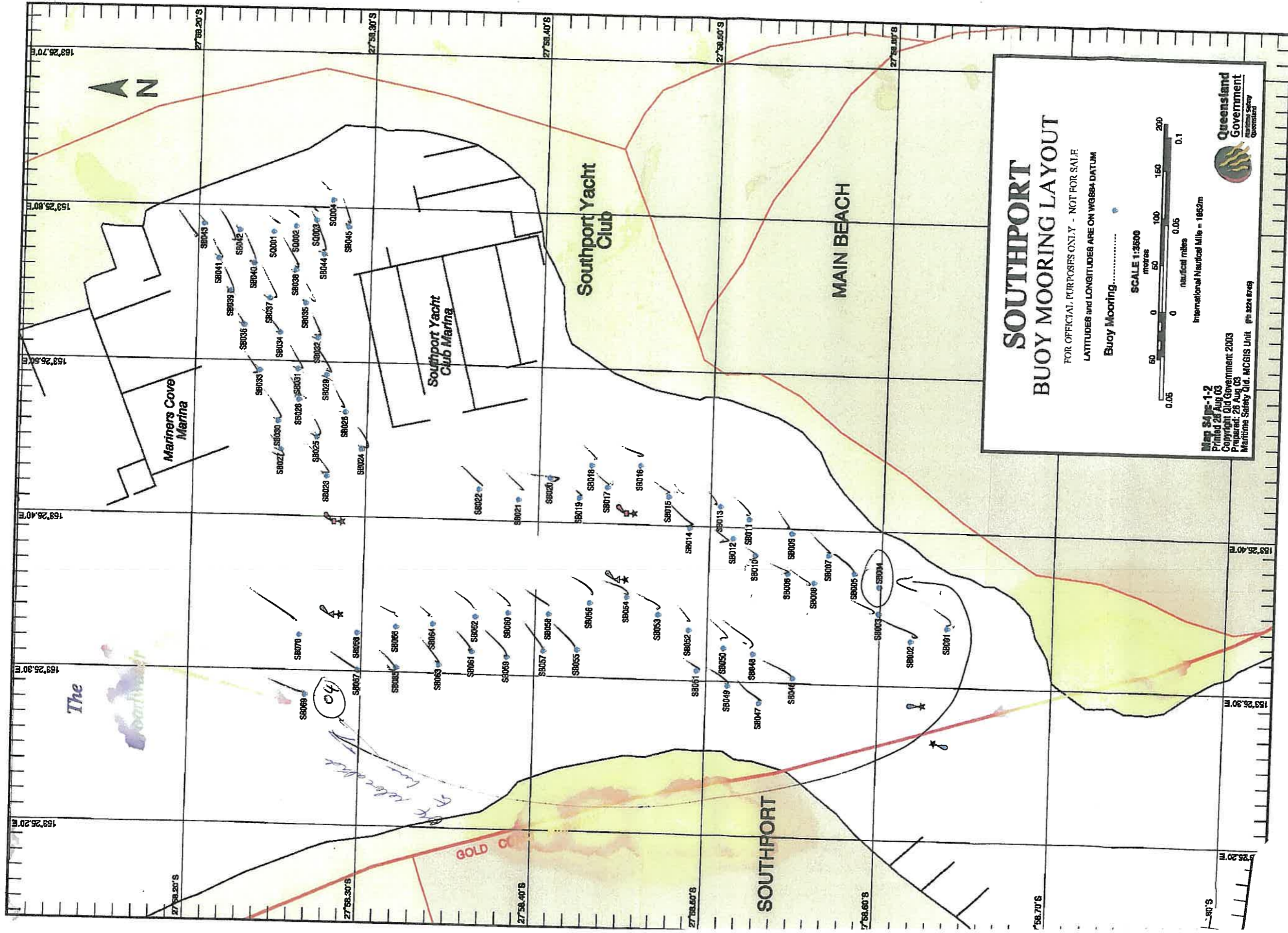
Cheques are accepted subject to clearance.

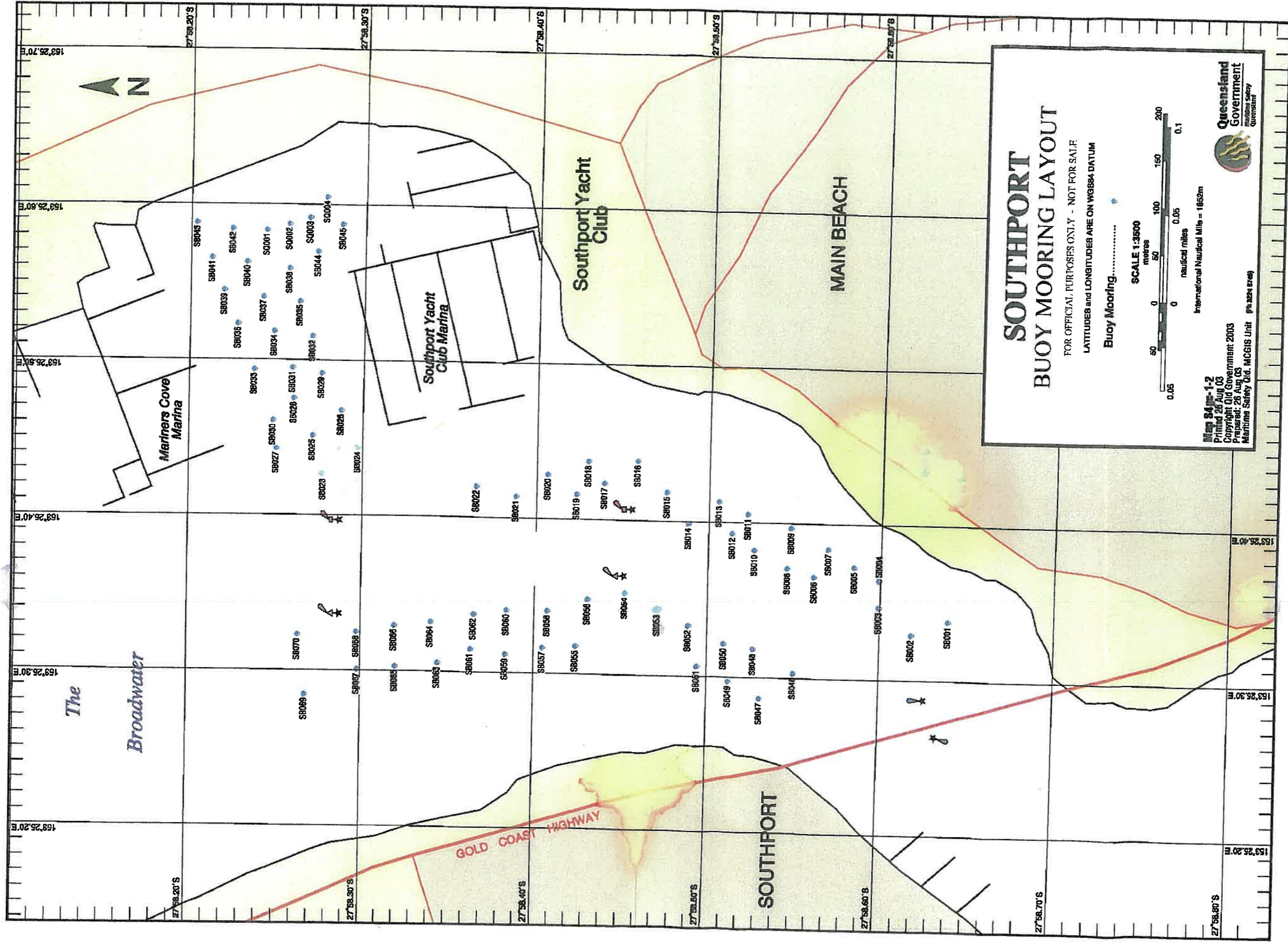
Apportionment Account	Description	Value(\$)
44504	Mooring Right Fees	18,000.00
	S/Port Boat Harbour fees period 6/10/03-5/04/04	
20125	GST Taxable Supplies	1,800.00
	Total GST Payable	
Total Amount Received (incl GST) :		<u>\$19,800.00</u>

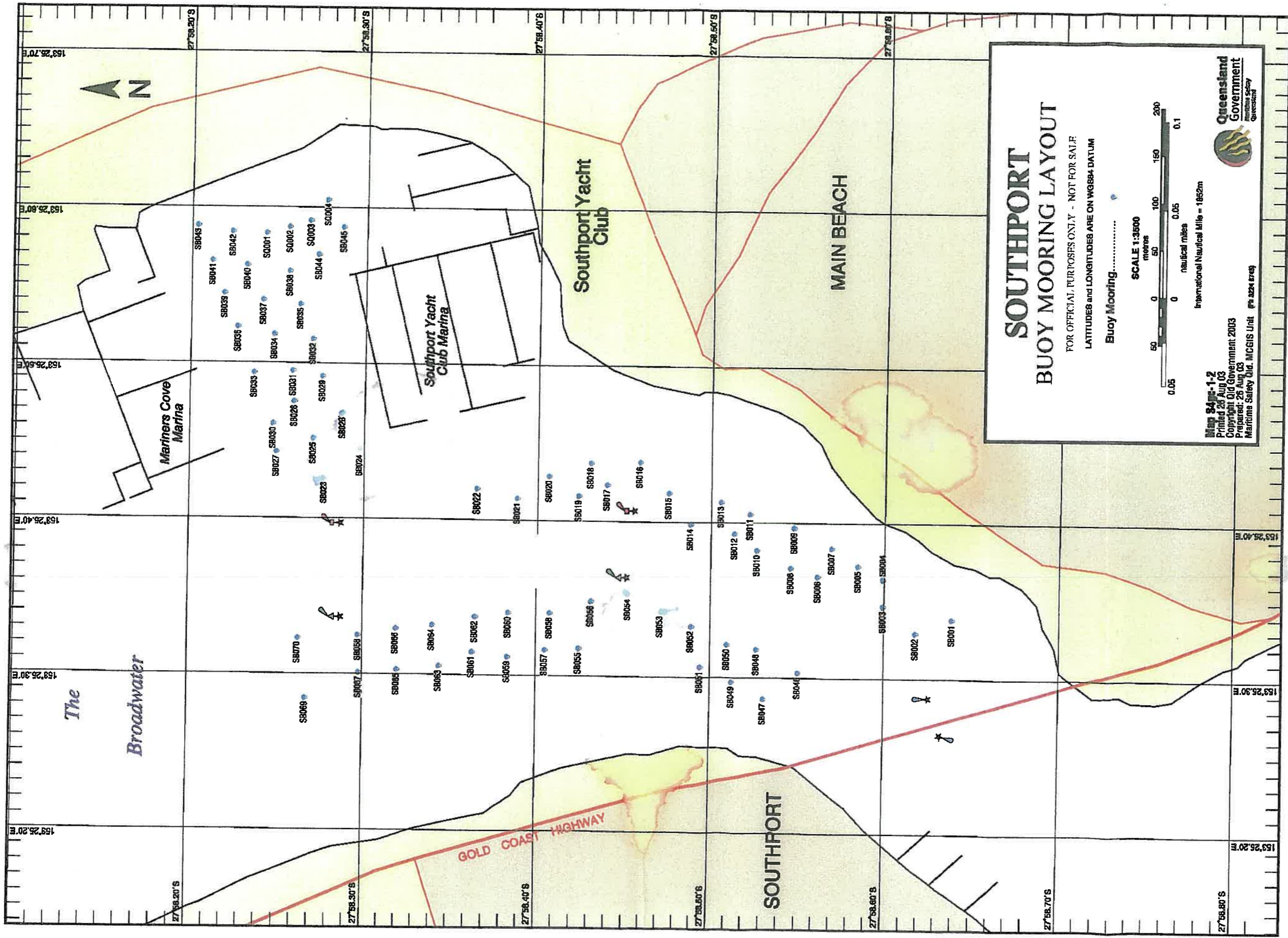
* These items do not attract GST

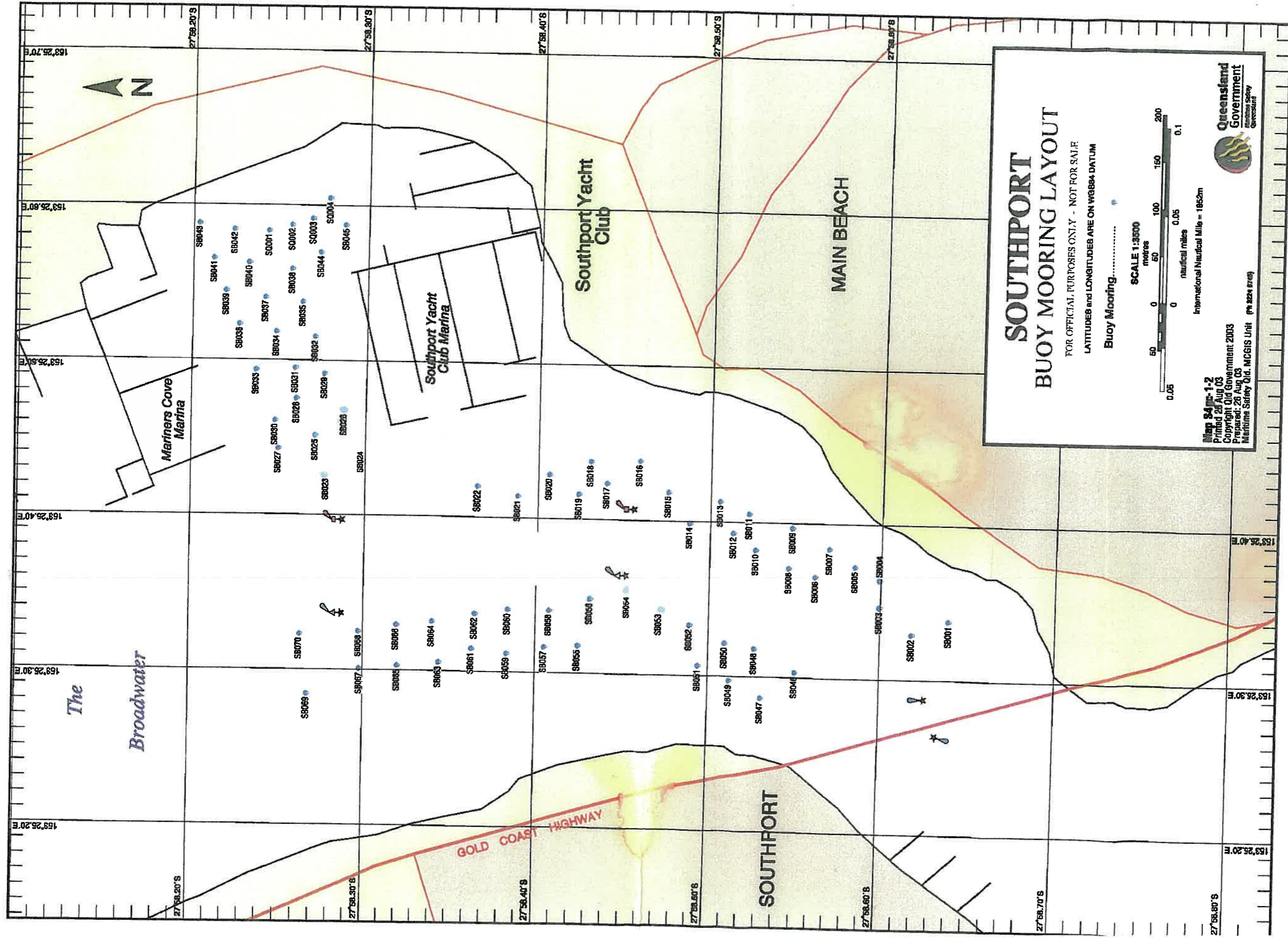
(GST is a Commonwealth Government imposed tax)

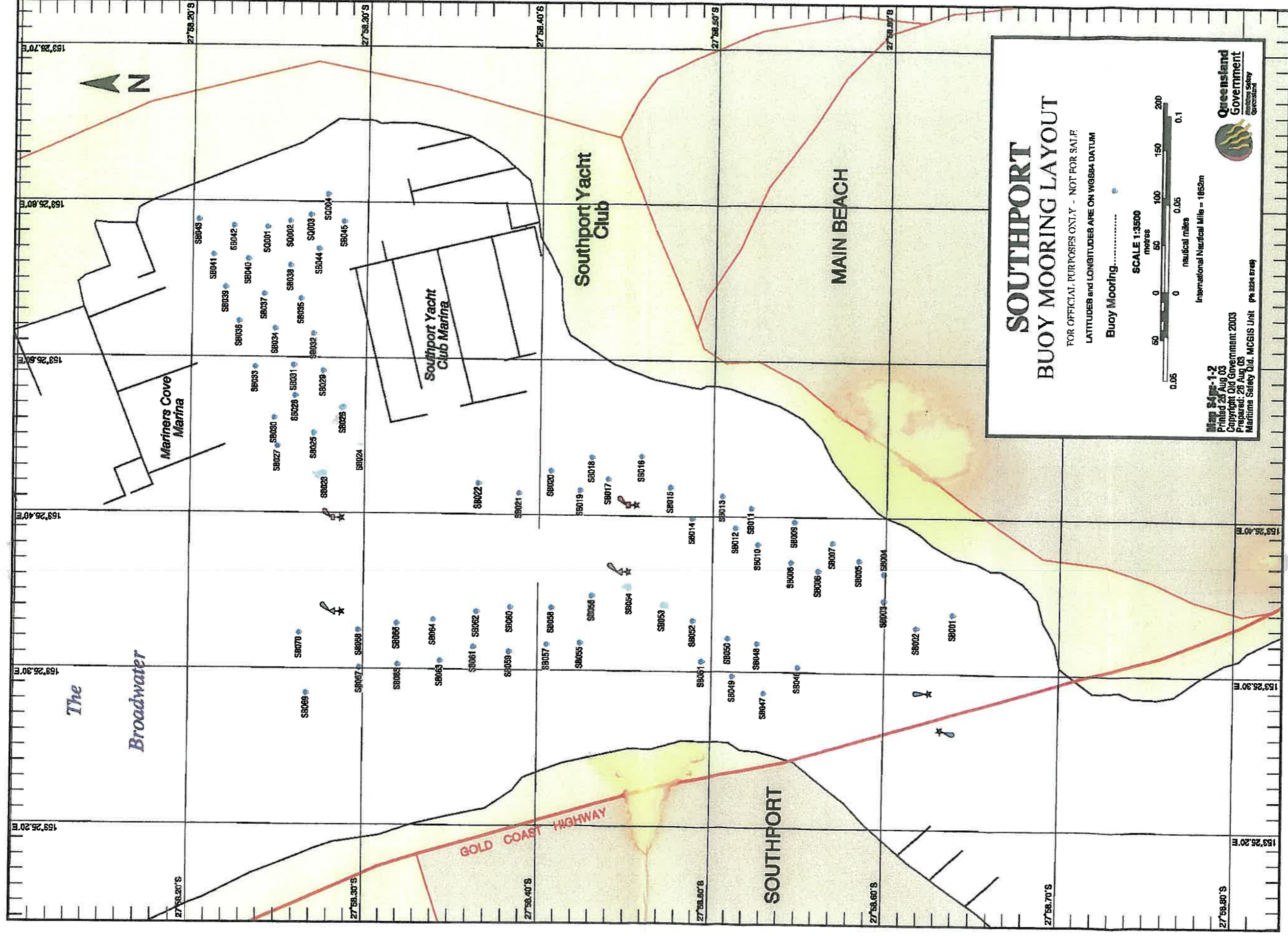
period 6/10/03 - 5/04/04.











DMS E-Mail Record

Document ID:	E9768	Inwards E-mail		Project ID:	
Date Written:	18/01/2008	Date Registered:	18/01/2008	Author Ref:	
Author:	"Bobbie Corbett"			Related Docs:	
Author Title:				Related Files:	
Corporate Author:					
Subject:	Mail Memo - Syc Moorings				
Action Officer:	Annabel G Walden				
Title:	A/Senior Administration Officer				
Action Due:	02/02/2008	Business Unit:	Corporate Support		
Action Status:	Action Completed	Date Actioned:	21/01/2008		
Security:					
File ID:	710/00133[3]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbou				
On File:	Yes				
Folio No:	77				
Copies of Documents Placed onto:					

"Bobbie Corbett"
<b.corbett@coastalmanagement.com.au>
17/12/2007 10:27 AM

To "John Bendel" <john.h.bendel@transport.qld.gov.au>, "Brian McRae" <brian.p.mcrae@transport.qld.gov.au>, "Greg Turner" <greg.l.turner@msq.qld.gov.au>
cc "Jan Mulqueen" <Jan@southportyachtclub.com.au>
bcc
Subject SYC moorings

John,

Please find attached moorings plan with 36 deleted in the table. Also, have amended vessels for SM 5, 9 & 42 as per changes by SYC.

Cheers,
Bobbie

Bobbie Corbett
International Coastal Management
PO Box 7196

Gold Coast Mail Centre
Australia 9726
PH : (07) 55640564 (INT 61-7-55640564)
FAX : (07) 55329147
MOB: 0407664483

<<http://www.coastalmanagement.com.au>> www.coastalmanagement.com.au



- C.htm



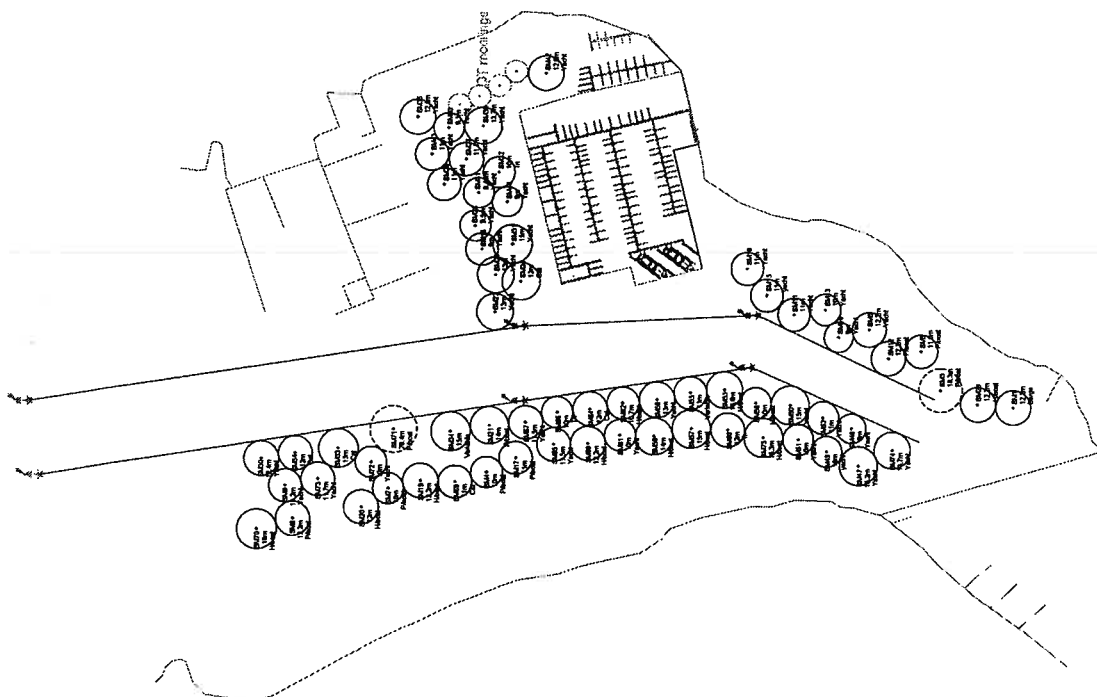
- SYC-ML-02 revi.pdf

Notes

- Vessel lengths indicate maximum allowable vessel size on that mooring.
- In the event of future changes to moored vessel ...
- vessels that are the same size or smaller can be substituted provided there is adequate depth available.
- larger vessels or where there is inadequate depth will require movement of the mooring.
- Actual vessel locations in table below were derived from GPS positioning during placement. Approximate locations noted were derived from the location of the buoy.

Mooring Number	Latitude	Longitude	Easting	Northing
1	-27 58 54.7	157 25 33.7	541117	695042
2	REMOVED	REMOVED	REMOVED	REMOVED
3	REMOVED	REMOVED	REMOVED	REMOVED
4	-27 58 26.1	157 25 27.8	541129	695119
5	-27 58 17.7	157 25 31.9	541432	695166
6	-27 58 12.7	157 25 27.9	541266	695005
7	-27 58 11.8	157 25 28.8	541397	695087
8	-27 58 13.6	157 25 28.8	541397	695087
9	-27 58 11.6	157 25 28.7	541311	695046
10	-27 58 15.5	157 25 35.9	541511	695278
11	-27 58 42.7	157 25 40.8	541841	695539
12	-27 58 53.7	157 25 37.7	541402	695549
13	-27 58 58.6	157 25 37.7	541402	695549
14	REMOVED	REMOVED	REMOVED	REMOVED
15	-27 58 46.7	157 25 42.4	541868	695576
16	-27 58 44.8	157 25 44.5	541802	695540
17	-27 58 28.1	157 25 35.9	541349	695511
18	-27 58 25.9	157 25 35.9	541327	695517
19	-27 58 14.4	157 25 37.7	541327	695517
20	-27 58 11.1	157 25 34.9	541302	695584
21	-27 58 36.7	157 25 31.7	541392	695546
22	REMOVED	REMOVED	REMOVED	REMOVED
23	-27 58 26.9	157 25 40.9	541449	695537
24	-27 58 26.9	157 25 38.8	541376	695516
25	-27 58 26.9	157 25 35.9	541383	695507
26	-27 58 22.9	157 25 51.2	541713	695607
27	-27 58 24.4	157 25 53.9	541747	695578
28	-27 58 25.1	157 25 47.9	541653	695576
29	-27 58 31.8	157 25 38.6	541421	695589
30	-27 58 27.9	157 25 38.6	541421	695589
31	-27 58 27.7	157 25 48.4	541834	695517
32	-27 58 26.7	157 25 52.7	541730	695576
33	-27 58 16.4	157 25 29.7	541351	695546
34	-27 58 23.5	157 25 31.2	541384	695517
35	-27 58 25.7	157 25 31.2	541384	695517
36	REMOVED	REMOVED	REMOVED	REMOVED
37	REMOVED	REMOVED	REMOVED	REMOVED
38	REMOVED	REMOVED	REMOVED	REMOVED
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41	-27 58 25.1	157 25 56.6	541819	695517
42	-27 58 3.7	157 25 56.6	541884	695578
43	-27 58 22.7	157 25 53.7	541754	695523
44	REMOVED	REMOVED	REMOVED	REMOVED
45	REMOVED	REMOVED	REMOVED	REMOVED
46	REMOVED	REMOVED	REMOVED	REMOVED
47	-27 58 53.7	157 25 28.5	541138	695554
48	-27 58 52.5	157 25 31.6	541189	695560
49	-27 58 50.7	157 25 29.7	541158	695594
50	-27 58 48.8	157 25 31.6	541158	695594
51	-27 58 48.8	157 25 31.6	541158	695594
52	-27 58 48.8	157 25 31.6	541158	695594
53	-27 58 42.7	157 25 31.7	541140	695513
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62	-27 58 15.5	157 25 33.6	541423	695588
63	-27 58 22.7	157 25 55.9	541790	695581
64	-27 58 23.4	157 25 37.7	541114	695513
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69	-27 58 23.8	157 25 27.7	541316	695571
70	-27 58 09.5	157 25 23.1	541192	695594
71	-27 58 17.8	157 25 26.6	541192	695592
72	-27 58 14.4	157 25 27.2	541119	695572
73	-27 58 14.4	157 25 27.2	541119	695572
74	-27 58 14.4	157 25 27.2	541119	695572
75	-27 58 46	157 25 30.8	541378	695530
76	REMOVED	REMOVED	REMOVED	REMOVED

REVISIONS	22.5.07
A. SM23 amended slightly	22.5.07
B. SM18 & SM24 amended slightly	23.5.07
C. SM39 & SM74 relocated	15.6.07
D. SM18, SM39 & SM74 amended	4.7.07
E. SM14 replaced with buoy SM30	13.7.07
F. SM28 & SM43 relocated at QT	31.7.07
G. SM41 relocated instead of SM43	
H. SM45 replaced with SM1	15.8.07
I. SM18 & SM28 relocated	17.10.07
J. SM36 placed on SM52	
K. Table updated to delete SM36	
L. Vessels on SM5, SM9 & SM42 amended.	17.12.07



INTERNATIONAL COASTAL MANAGEMENT

P.O. BOX 7196
GOLD COAST MAIL CENTRE
AUSTRALIA 9726

PH. 07 5584 0584
FAX 07 5532 9147
EMAIL icm@coastalmanagement.com.au

SOUTHPORT YACHT CLUB MOORINGS

SCALE
As Shown
DATE
30/10/06

DRAWN
B Corbett BE
APPROVED
A Jackson RPEQ 2876

DRAWING N°
SYC-ML-02
REV.
I
AS CONSTRUCTED
LAYOUT

DMS E-Mail Record

Document ID:	E7870	Outwards E-mail		Project ID:	
Date Written:	15/08/2007	Date Registered:	15/08/2007	Author Ref:	
Author:	John H Bendel			Related Docs:	
Author Title:	Manager (Marine Infrastructure & Operations)			Related Files:	
Corporate Author:	SERVICES SEQ SOUTH				
Subject:	Mail Reply - Re: Swing Moorings				
Action Officer:	Jerri-Ann T Whichello				
Title:		Business Unit:			
Action Due:	30/08/2007	Date Actioned:	20/08/2007		
Action Status:	Action Completed				
Security:					
File ID:	710/00133[3]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbour Management & Control Of Buoy Moorings				
On File:	Yes				
Folio No:	76				
Copies of Documents Placed onto:					

John H Bendel/cp3/qdot/au
15/08/2007 04:14 PM

To "Jan Mulqueen" <Jan@southportyachtclub.com.au>
cc "ICM - Bobbie Corbett"
<b.corbett@coastalmanagement.com.au>
bcc Greg L Turner/cp5/qdot/au@Qdot
Subject Re: swing moorings
B1B9EAF1B33966074A25733800164A75

Jan

Greg suggested moving SM43 simply because it did not line up with the rest of the swing moorings in that line, it's up to you whether it is moved or not.

I have no objection to swapping SM18 and SM41 however it would be appreciated if Bobbie could then provide QT with a revised drawing so that we can keep our files up to date.

Regards

John Bendel
"Jan Mulqueen" <Jan@southportyachtclub.com.au>

"Jan Mulqueen"
<Jan@southportyachtclub.com.au>
15/08/2007 02:02 PM

To <John.h.bendel@transport.qld.gov.au>
"ICM - Bobbie Corbett"
<b.corbett@coastalmanagement.com.au>,
cc <Brian.P.McRae@transport.qld.gov.au>,
<greg.l.turner@msq.qld.gov.au>, "Marina1 Jodie"
<Marina1@southportyachtclub.com.au>
Subject swing moorings

John,

On our swing mooring inspection today we called into Mariners Cove to have a chat about the problem moorings. We told hem we were moving in the next few days. He asked the moorings we were moving and he mentioned SM43 wasn't a problem but SM41 was. Can you please check you still want SM43 moved not SM41.

Also if you have no objections, we are moving SM18 - (9 metre boat) boat to swing mooring SM41 - 9.45 metre yacht

Kind Regards,

Jan Mulqueen-Marchioni

Operations Manager

Southport Yacht Club

P: (07) 5591 3500

F: (07) 5532 7507

E: jan@southportyachtclub.com.au

W: www.southportyachtclub.com.au <<http://www.southportyachtclub.com.au/>>

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- C.htm



DMS E-Mail Record

Document ID:	E7577	Outwards E-mail	
Date Written:	31/07/2007	Date Registered:	31/07/2007
Author:	John H Bendel	Project ID:	
Author Title:	Manager (Marine Infrastructure & Operations)	Author Ref:	
Corporate Author:	SERVICES SEQ SOUTH	Related Docs:	
Subject:	Mail Memo - Swing Moorings		
<hr/>			
Action Officer:	Annabel G Walden	Business Unit:	Corporate Support
Title:	Administrative Officer	Date Actioned:	07/08/2007
Action Due:	15/08/2007		
Action Status:	Action Completed		
Security:			
<hr/>			
File ID:	710/00133[3]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbou		
On File:	Management & Control Of Buoy Moorings		
Folio No:	Yes		
Copies of Documents Placed onto:	75		

John H Bendel/cp3/qdot/au
30/07/2007 04:21 PM

To "ICM - Bobbie Corbett"
<b.corbett@coastalmanagement.com.au>
cc Greg L Turner/cp5/qdot/au@Qdot, Brian P
McRae/cp5/qdot/au@Qdot
bcc
Subject Swing Moorings

Bobbie

Further to our discussion regarding the swing moorings near the Marina's Cove fuelling jetty, the following mooring require relocating;

SBH 28 - 8 metres to the south
SBH 43 - 4 metres to the south

Could you please arrange to have SYC relocate these moorings as soon as possible.

Regards

John Bendel

waterfront dining bars functions gaming marina hardstand sail training

March 31st 2007

Queensland Transport
PO Box 107
Southport Qld 4215

Attention: Cynthia Turner
Planning and Infrastructure (SEQ South)

RECEIVED	
27 APR 2007	
File:	710/133
CMS:	P81120
Action Officers:	FOS

Dear Cynthia

Re: Southport Yacht Club Swing Mooring

Please find attached payment, as requested (letter 20 March 2007), being for the Swing Mooring contract between Queensland Transport and Southport Yacht Club covering the periods:

8 October 2005 to 7 October 2006	70 Moorings \$39,600
8 October 2006 to 7 October 2007	69 Moorings \$39,034

In addition a Certificate of Currency has been ordered from our insurance brokers and will be forwarded to you immediately on receipt.

Kind regards


Sharon Morrish
General Manager

Hi Brian,
please take necessary
action for ~~mooring~~
moorings/payment
LD
8-10-07



Associated
MARINE INSURERS
Agents Pty. Ltd.



Queensland Branch
50 McDougall Street, Milton 4064
Telephone (07) 3368 9555
Facsimile (07) 3367 2403
International + 61 7 3367 2403

Postal Address
PO Box 1344, Milton 4064

17th April 2007

CERTIFICATE OF CURRENCY

This is to confirm that **SOUTHPORT YACHT CLUB INC, GOLD COAST MARINE AGENCIES, THE STATE OF QUEENSLAND ACTING THROUGH THE DEPARTMENT OF TRANSPORT and DEPARTMENT OF NATURAL RESOURCES & MINES** has effected an insurance policy with this Company.

Policy Number: 11 HAN 229593

Period Of Insurance: 07/06/2006 to 07/06/2007

Liability Details: To cover the Insureds Legal Liability as a Marina Operator at marinas situated at MacArther Parade, Main Beach and Hollywell, Gold Coast, Queensland.

Limit of Liability: \$20,000,000 (Twenty Million Dollars).

Conditions of Insurance: Marina Operators' Liability Clauses - (refer to policy for full conditions)



J. T. (Jim) Gordon
State Manager



Queensland
Government

20 March 2007

Queensland Transport

Ms Sharon Morrish
General Manager
Southport Yacht Club
Macarthur Parade
Main Beach Qld 4127

corro
Brian
Jan
Swing moorings

Dear Ms Morrish

Southport Yacht Club - Swing Moorings Contract

The swing moorings contract between Queensland Transport (QT) and the Southport Yacht Club (the Club) expired on 8 October 2005. An extension to that contract has never been negotiated and I appreciate your continued management of the moorings in the absence of a documented agreement.

Negotiations with the Club in relation to the proposed extension of your seabed lease and the subsequent relocation of some of the swing moorings was a pending issue at the time of expiry of the lease. These matters have now largely been concluded with the outcome being a relocation of some moorings and the removal, to date, of five other moorings.

I would now like to document the previous verbal agreement between Brian McRae, Manager (Waterways Planning and Infrastructure), SEQ South, and yourself as to the extension of the contract from 8 October 2005 to 7 October 2007. Upon your agreement, payment for the management rights, as detailed below, will be immediately due and payable:

8 October 2005 to 7 October 2006	70 moorings	\$39,600
8 October 2006 to 7 October 2007	69 moorings	\$39,034

TOTAL **\$78,634**

Should your Club be in agreement with the above offer, please send written advice to that effect together with a cheque for the above amount to Cynthia Turner, Planning and Infrastructure (SEQ South), Queensland Transport, PO Box 107, Southport, Qld, 4215. In addition, please also provide a current Certificate of Currency as required under the agreement.

Yours sincerely

12 6 MAR 2007

Clive Lowe
Regional Director



Tax Invoice / Receipt

Copy

ABN : 13200330520
Page 1 of 1

**Southport Yacht Club
MacAthur Parade
Main Beach Qld 4217**

GL Receipt No. 5620160625

Date 27.04.2007

Issued at Maritime Gold Coast

Operator ID BZFABIA

Telephone 55397300

Payment Method Receipt Cheque
Amount **\$78,634.00**

Cheques are accepted subject to clearance.

Apportionment Account	Description	Value(\$)
44504	Mooring Right Fees	36,000.00
	Sthport Boat Harbour Fees 8/10/05 -7/10/06	
44504	Mooring Right Fees	35,485.45
	Sthport Boat Harbour Fees 8/10/06 -7/10/07	
20125	GST Taxable Supplies	7,148.55
	Total GST Payable	

Total Amount Received (incl GST) :

\$78,634.00

* These items do not attract GST

(GST is a Commonwealth Government imposed tax)

ATTENTION O JOHN FRENDA

65 25

SOUTHPORT YACHT CLUB MARINA			RATES AS AT 1 JULY 2004		PHONE	
MACARTHUR PARADE			GST INCLUSIVE		FAX	
MAIN BEACH 4217					VHF	
					CH 74	
	DAILY	WEEKLY	4 WEEKLY	13 WEEKS	26 WEEKS	52 WEEKS
	Gold Member	Gold Member	Gold Member	Gold Member	Gold Member	Gold Member
19m Double	\$45	\$171	\$621	\$1,879	\$1,879	\$1,879
10m Double	\$45	\$171	\$621	\$2,082	\$2,082	\$2,082
Single	\$45	\$199	\$728	\$2,499	\$2,499	\$2,499
Wide	\$45	\$199	\$728	\$2,499	\$2,499	\$2,499
11m Double	\$45	\$190	\$673	\$2,282	\$2,282	\$2,282
11.5m Double	\$45	\$199	\$700	\$2,384	\$2,384	\$2,384
12.2m Double	\$45	\$210	\$749	\$2,634	\$2,634	\$2,634
12.5m Double	\$45	\$210	\$763	\$2,699	\$2,699	\$2,699
Single	\$45	\$256	\$911	\$3,237	\$3,237	\$3,237
Wide	\$45	\$256	\$911	\$3,237	\$3,237	\$3,237
15m Double	\$46	\$230	\$843	\$2,875	\$2,875	\$2,875
Single	\$46	\$276	\$1,009	\$3,450	\$3,450	\$3,450
Wide	\$46	\$276	\$1,009	\$3,450	\$3,450	\$3,450
Single/Wide	\$48	\$287	\$1,049	\$3,594	\$3,594	\$3,594
Double	\$46	\$252	\$913	\$3,126	\$3,126	\$3,126
Single	\$46	\$298	\$1,093	\$3,750	\$3,750	\$3,750
Wide	\$56	\$298	\$1,093	\$3,750	\$3,750	\$3,750
16.5m Double	\$48	\$257	\$942	\$3,222	\$3,222	\$3,222
T-Head	\$56	\$295	\$1,049	\$3,705	\$3,705	\$3,705
17m Single	\$60	\$311	\$1,182	\$3,783	\$3,783	\$3,783
18m Double	\$56	\$291	\$1,069	\$3,661	\$3,661	\$3,661
Single	\$66	\$350	\$1,276	\$4,391	\$4,391	\$4,391
Single/Wide	\$67	\$362	\$1,328	\$4,574	\$4,574	\$4,574
20m Single	\$72	\$447	\$1,470	\$5,072	\$5,072	\$5,072
24m T-Head	\$92	\$499	\$1,812	\$6,274	\$6,274	\$6,274
NOTE:	Larger berths are available and pricing is provided on request.					
SWING MOORINGS: SWING MOORINGS: (DAILY) \$7.70 PER DAY SWING MOORINGS: (WEEKLY) \$48.40 PER WEEK SWING MOORINGS: (MONTHLY) \$167.20 PER MONTH LIVE ABOARD: MEMBERS - \$30.00 PER WEEK OR \$130 PER MONTH VISITORS - \$50.00 PER WEEK OR \$215 PER MONTH RATES UP TO 4 WEEKS INCLUDE TEMPORARY ASSOCIATION SUPPORTER MEMBERSHIP						

DMS E-Mail Record

Document ID:	E5614	Inwards E-mail	
Date Written:	01/11/2006	Date Registered:	01/11/2006
Author:	"ICM - Bobbie Corbett"	Project ID:	
Author Title:		Author Ref:	
Corporate Author:		Related Docs:	
Subject:	Mail Memo - Syc - Moorings As Con		
Action Officer:	Geneva T Bouchaia	Business Unit:	Corporate Support
Title:	Administrative Officer	Date Actioned:	14/11/2006
Action Due:	16/11/2006		
Action Status:	Action Completed		
Security:			
File ID:	710/00133[3]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbour Management & Control Of Buoy Moorings		
On File:	No		
Folio No:	64		
Copies of Documents Placed onto:			

"ICM - Bobbie Corbett"
<b.corbett@coastalmanagement.com.au>

01/11/2006 09:40 AM

To "John Bendel" <john.h.bendel@transport.qld.gov.au>, "Greg Turner" <greg.l.turner@msq.qld.gov.au>, "Brian McRae" <brian.p.mcrae@transport.qld.gov.au>
cc "Jan Mulqueen" <jan@southportyachtclub.com.au>

bcc

Subject SYC - moorings AS CON

John / Greg / Brian,

Please find attached as-constructed layout of SYC moorings. Note that it differs from the approved design locations in a couple of ways

- 7 moorings [2, 22, 30, 37, 38, 45 & 76] have been premanently removed with your approval
- 3 moorings [25, 18 & 28] were moved south at your request
- a number of buoys [and numbers] were swapped during maintenance [without swapping the vessel]
- 2 moorings were relocated slightly due to changes in vessel size & type

Also, SYC have advised that one of the QT moorings seems to have moved and may cause a problem - they have asked if you can organise to have it shifted back.

If you have any queries, please let me know.

Cheers,
Bobbie

Bobbie Corbett
International Coastal Management
PO Box 7196
Gold Coast Mail Centre
Australia 9726
PH : (07) 55640564 (INT 61-7-55640564)
FAX : (07) 55329147
MOB: 0407664483

www.coastalmanagement.com.au



- C.htm



- SYC-ML-02.pdf

DMS E-Mail Record

Document ID:	E5593	Outwards E-mail		Project ID:	
Date Written:	31/10/2006	Date Registered:	31/10/2006	Author Ref:	
Author:	Cynthia M Turner			Related Docs:	
Author Title:	Manager (Corporate Support)			Related Files:	
Corporate Author:	MARITIME SAFETY QUEENSLAND MARITIME - GOLD COAST REGION				

Subject: Mail Reply - Re: Qt Mooring Renewals

Action Officer:	Geneva T Bouchaia	Business Unit:	Corporate Support
Title:	Administrative Officer	Date Actioned:	14/11/2006
Action Due:	15/11/2006		
Action Status:	Action Completed		
Security:			

File ID: 710/00133[3]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbour Management & Control Of Buoy Moorings

On File: No

Folio No: 63

Copies of Documents Placed onto:

**Cynthia M
Turner/cp3/qdot/au**
31/10/2006 11:09 AM

To John H Bendel/cp3/qdot/au@Qdot
Brian P McRae/cp5/qdot/au@Qdot, Janelle M
cc Wilson/cp5/qdot/au@Qdot, Robert J
Small/cp5/qdot/au@QDOT
bcc
Subject Re: QT Mooring Renewals
7AD196AA1702D55D4A25721300206AC7

Hi JB

How are you going? Just to remind you that the Buoy Mooring authorities for the majority of the moorings are due to expire on 19.11.2006. Can you please co-ordinate the survey so that we can determine the total number in place. Also, at the same time, Janelle will need to know not just the total number of the moorings in place, but their actual buoy mooring identifying no. (eg SB-057) so that the ones which have been removed can be marked as "cancelled" in the buoy mooring database.

Looking forward to hearing back from you asap.

Thanks alot

Cyn

John H Bendel/cp3/qdot/au

John H Bendel/cp3/qdot/au
26/10/2006 03:59 PM

To Janelle M Wilson/cp5/qdot/au@Qdot
cc Cynthia M Turner/cp3/qdot/au@qdot, Robert J
Small/cp5/qdot/au@QDOT
Subject Re: QT Mooring Renewals

Nelle

I wish it was that simple.

Unfortunately I have had to get some of the moorings moved to their correct new location and then have an as constructed survey completed. We then need to check the survey to confirm the number of moorings we still have. I am currently awaiting the results of the as constructed survey.

I will let you know the number of moorings as soon as possible.

Ta

JB

Janelle M Wilson/cp5/qdot/au

**Janelle M
Wilson/cp5/qdot/au**
26/10/2006 03:03 PM

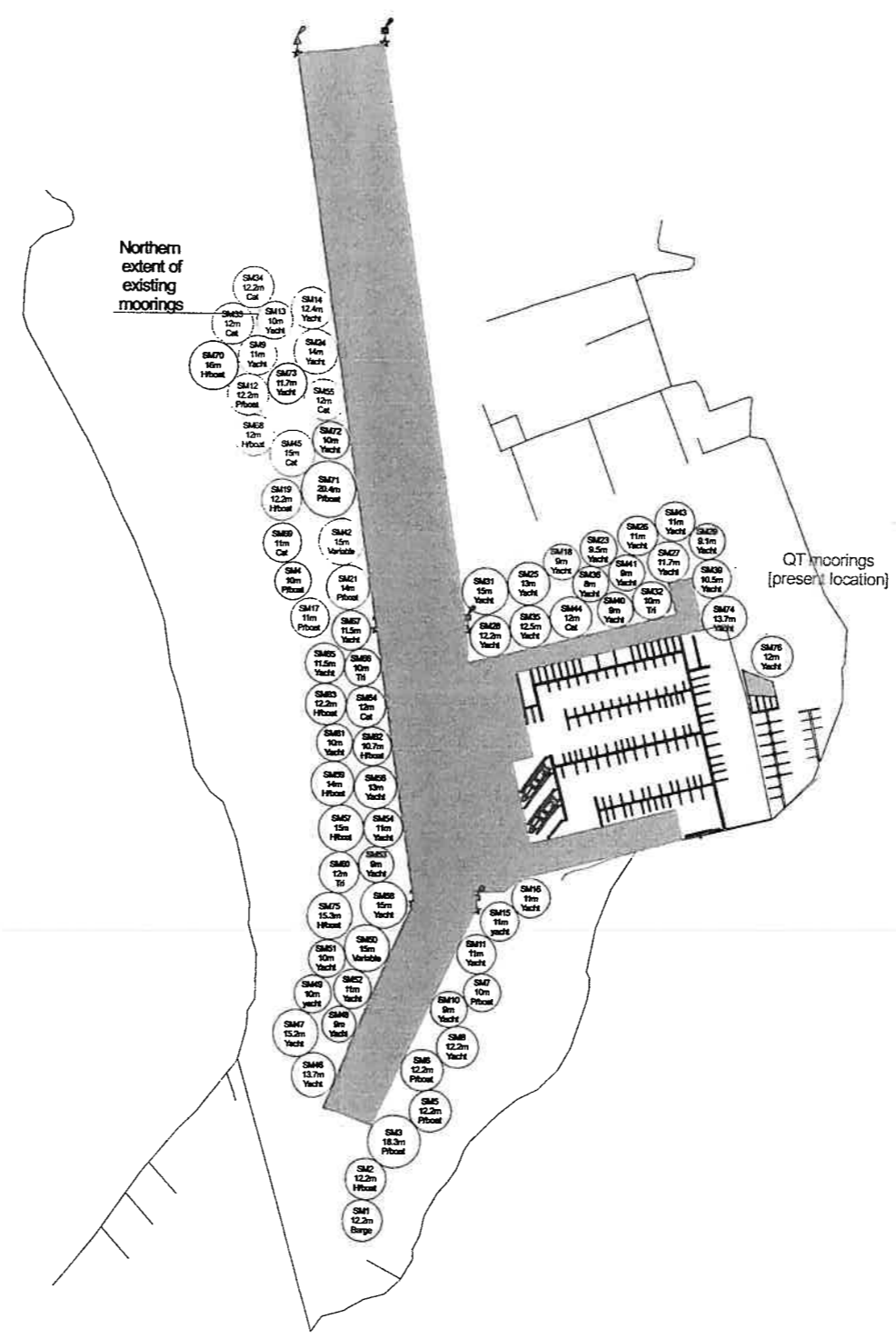
To John H Bendel/cp3/qdot/au@Qdot
cc Cynthia M Turner/cp3/qdot/au@qdot
Subject QT Mooring Renewals

Hi John,

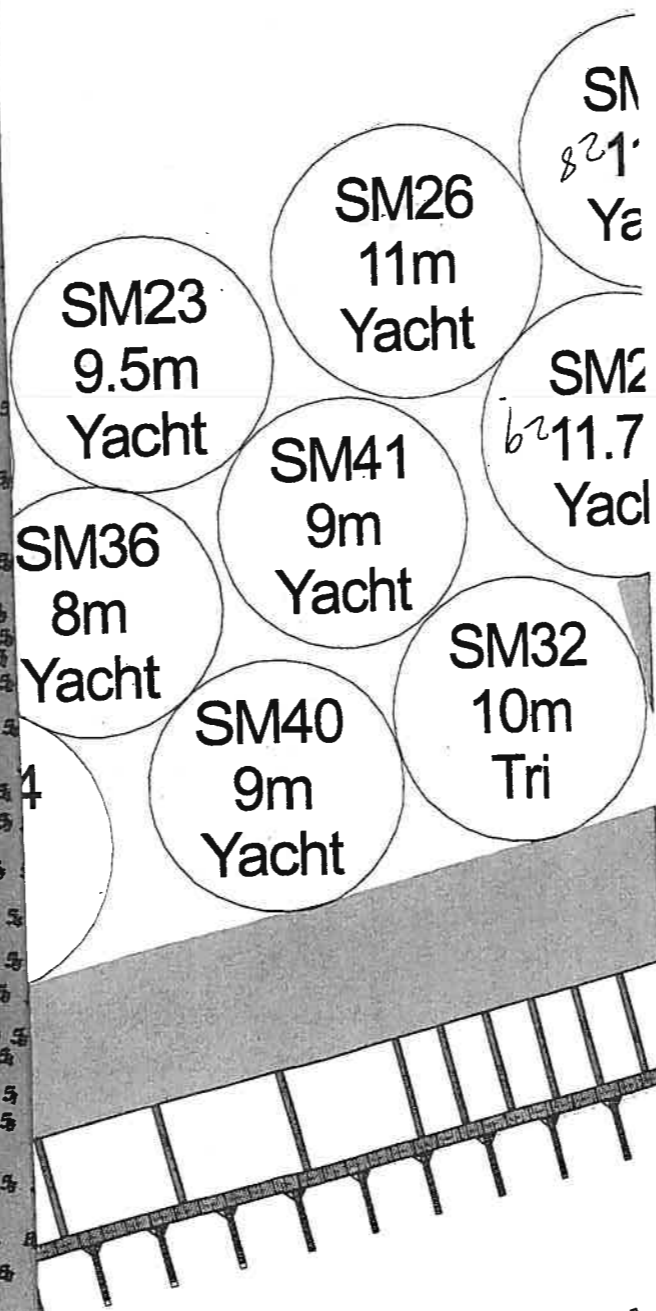
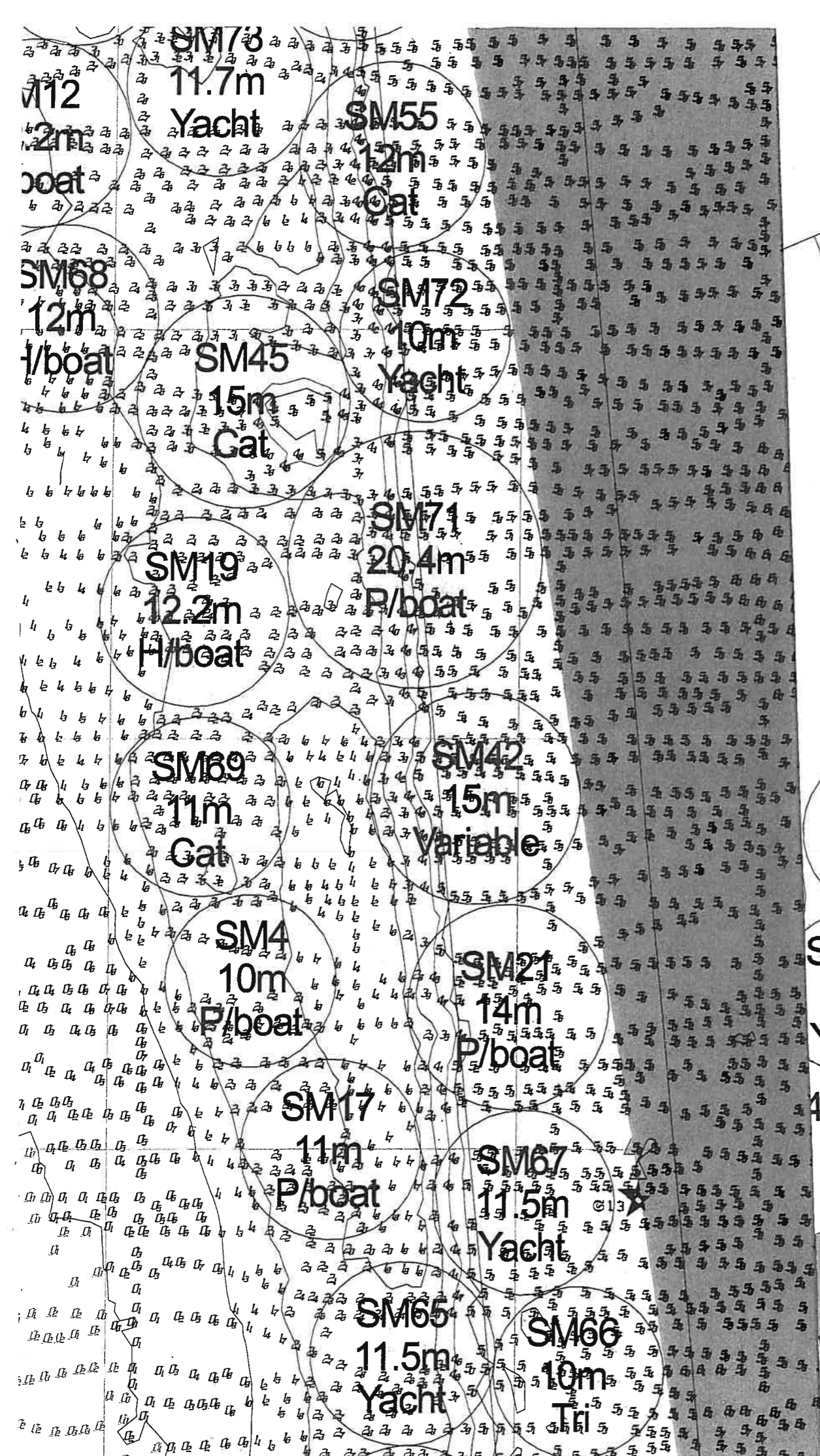
Can you please advise if the number of QT Moorings has changed. If not, can you please sign the Journal forwarded to you & return to me ASAP so I can get it processed prior to end of month.

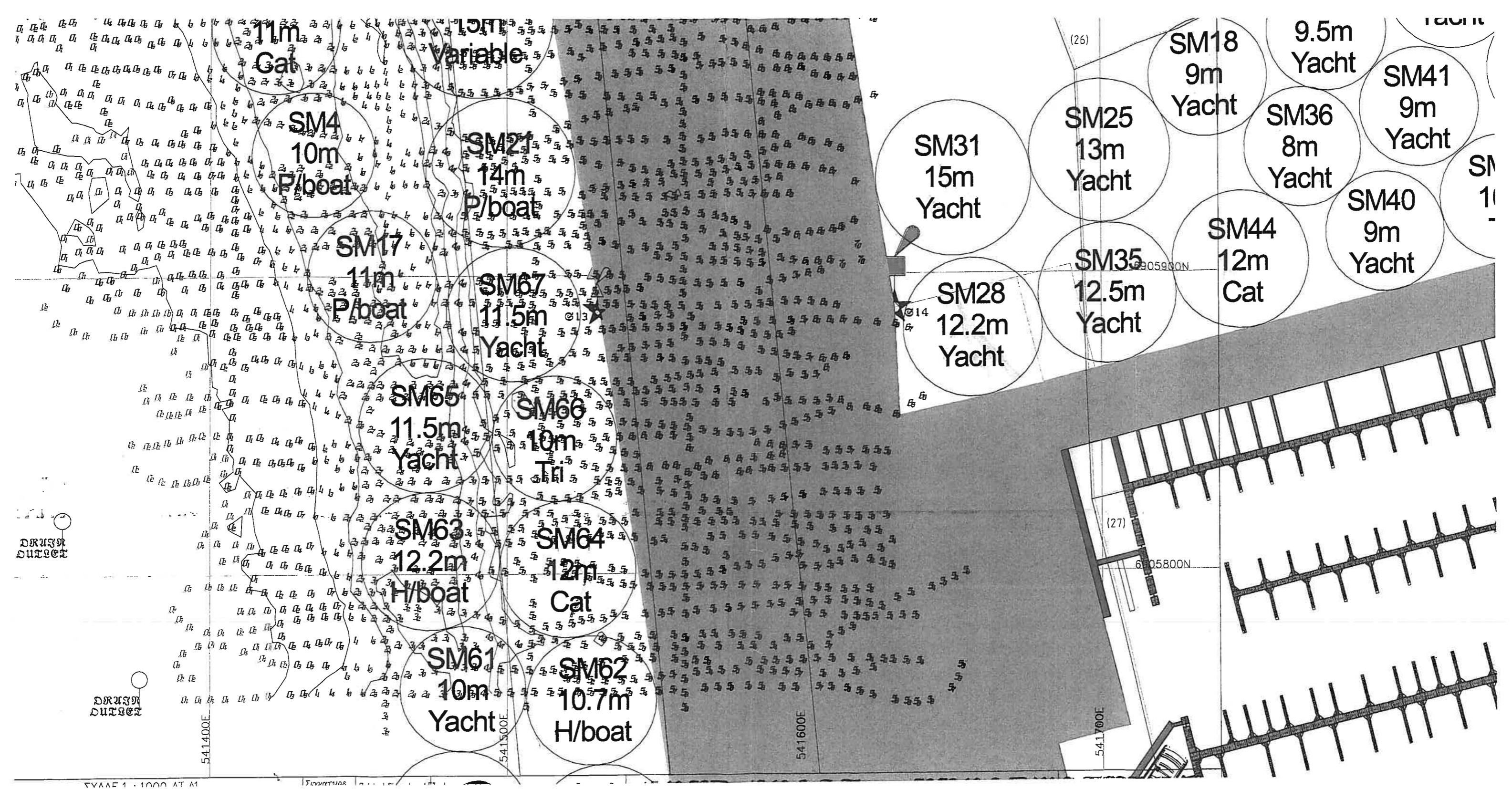
Thanks

Janelle Wilson
Senior Administration Officer (Operations)
Maritime Safety Queensland
40-44 Seaworld Drive
Main Beach Qld 4217
Ph: (07) 5539 7300
Fax: (07) 5539 7388



- Notes**
1. Vessel lengths indicate maximum allowable vessel size on that mooring.
 2. In the event of changes to moored vessel ...
 - vessels that are the same size or smaller [regardless of type] can be substituted provided there is adequate depth available.
 - larger vessels or where there is inadequate depth will require movement of the mooring.
 3. Depths to be checked prior to movement of vessels. If depths are inadequate, layout may need to be revised.
 4. Moorings Removed to date:
 - SM20
 - SM22
 - SM30
 - SM37
 - SM38
 5. Moorings to be removed:
 - SM33 [removed in April 06?]
 - SM34 [removed in October 06?]





খানেকের
মুদ্রা

সম্মান
বিশেষ

সম্মান
বিশেষ

SM33
12m
Cat

SM13
10m
Yacht

12.4m
Yacht

SM9
11m
Yacht

SM24
14m
Yacht

SM70
16m
H/boat

SM73
11.7m
Yacht

SM12
12.2m
P/boat

SM55
12m
Cat

SM68
12m
H/boat

SM45
15m
Cat

SM72
10m
Yacht

SM19
12.2m
H/boat

SM71
20.4m
P/boat

SM69
11m
Cat

SM42
15m
Variable

SM4
10m
P/boat

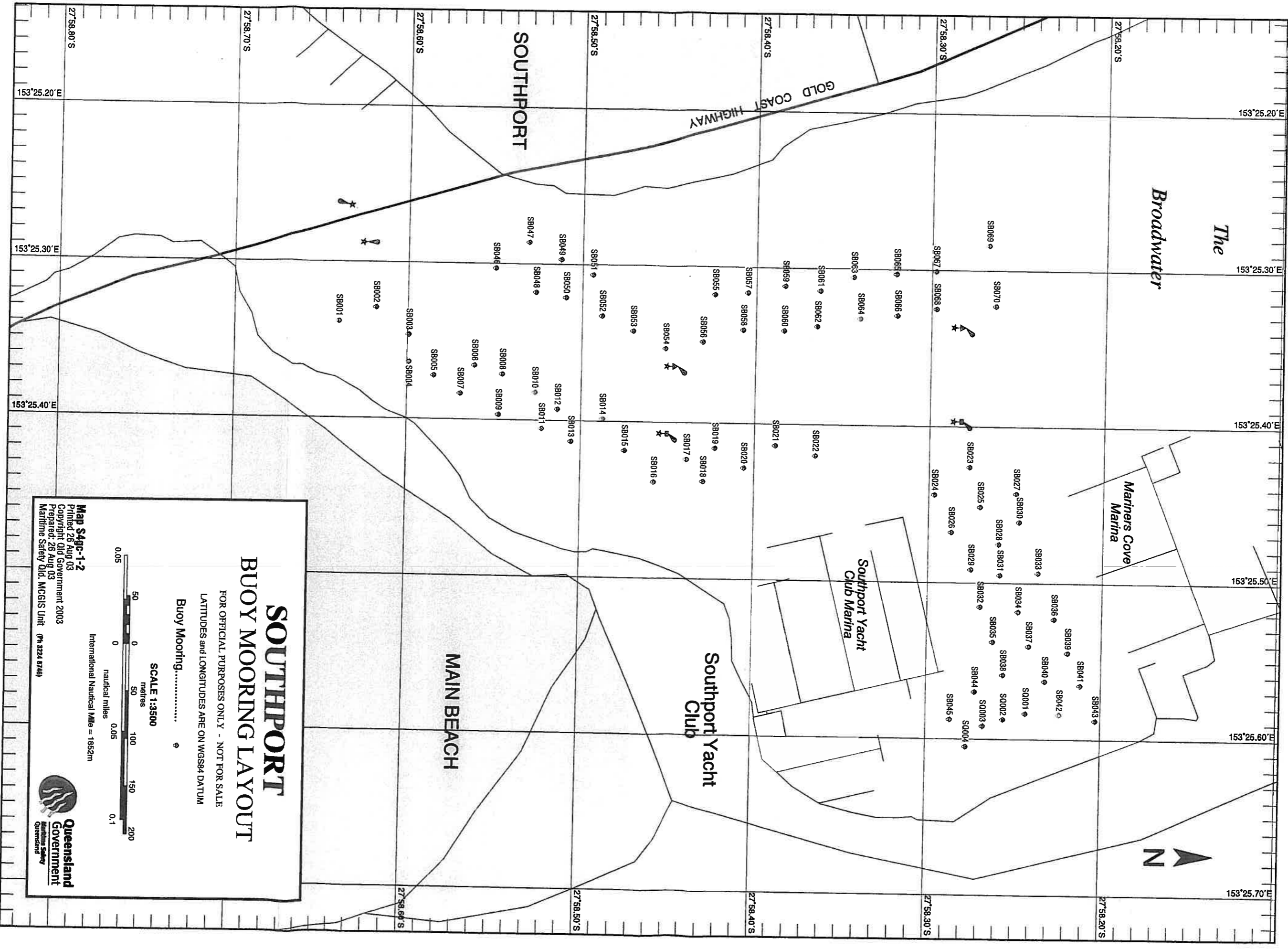
SM21
14m
P/boat

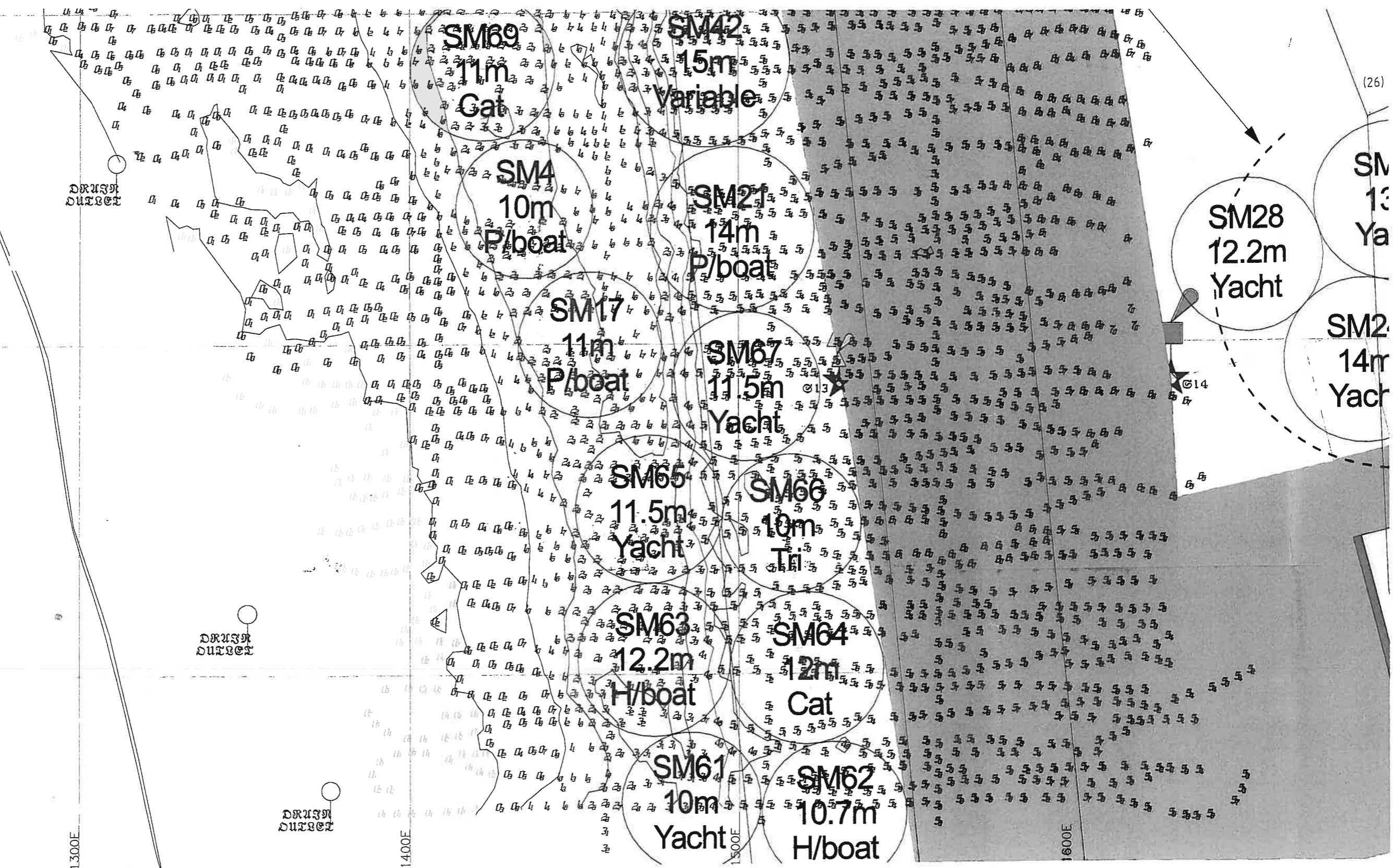
SM31
15m
Yacht

SM17
11m

SM67

SM72

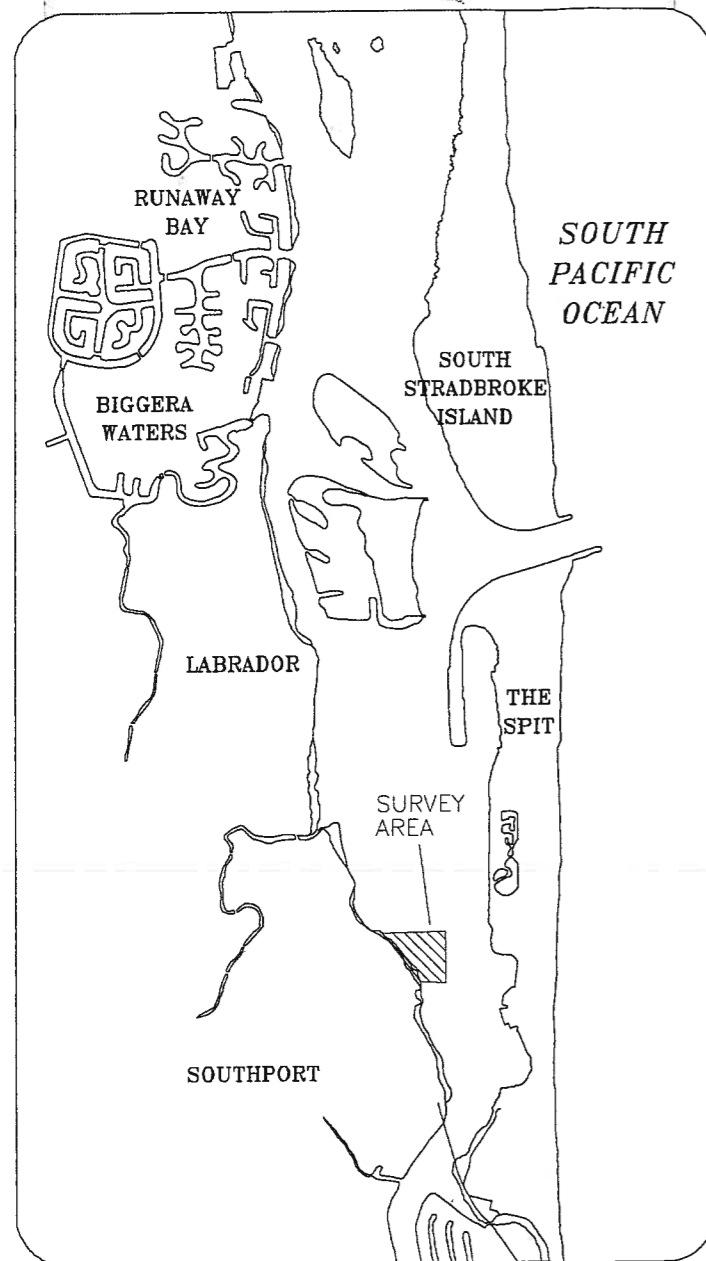




541000E

541100E

ප්‍රදේශීය ඛණ්ඩ
Scale 1 : 50 000



NAVIGATION AIDS - GDA94 MGA Zone 56			
NAV AID	EASTING	NORTHING	POSITIONED
GRN BCN (S13)	541530.3	6905887.6	14/2/6(DGPS)
RED BCN (S14)	541630.1	6905887.7	14/2/6(DGPS)

ප්‍රදේශීය ඛණ්ඩ

541200E

541300E

Extent of
existing
moorings



DRUMS
DURSET

DRUMS
DURSET

SM70
16m
H/boat

SM134
12.2m
Cat

SM1
12.4
Yac

SM9
11m
Yacht

SM44
12m
Cat

SM73
11.7m
Yacht

SM12
12.2m
P/boat

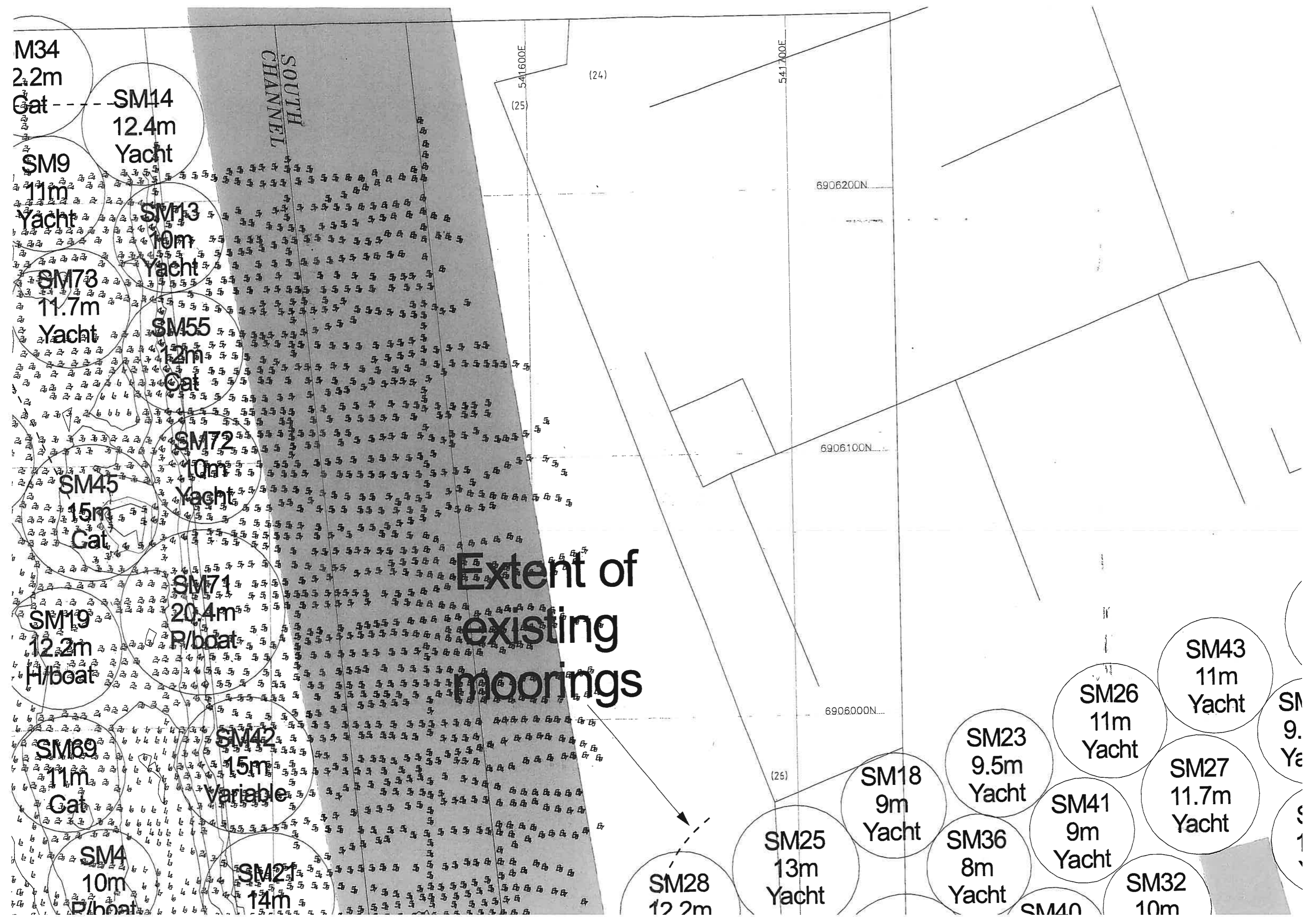
SM68
12m
H/boat

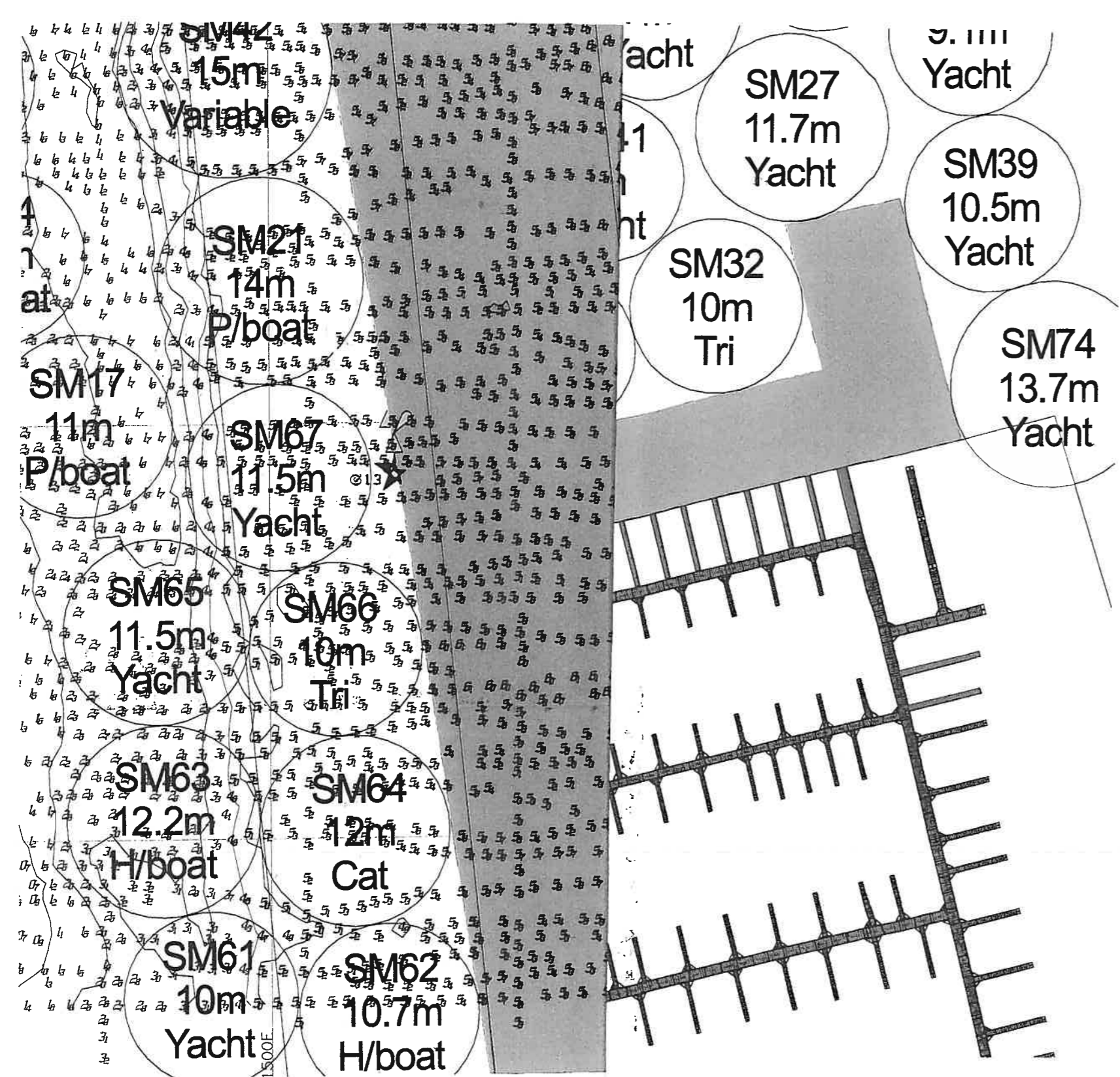
SM45
15m
Cat

SM19
12.2m
H/boat

SM69
11m
Cat

SM4
10m
P/boat





DMS E-Mail Record

Document ID:	E3601	Inwards E-mail		Project ID:	
Date Written:	22/12/2005	Date Registered:	22/12/2005	Author Ref:	
Author:	"ICM - Bobbie Corbett"			Related Docs:	
Author Title:				Related Files:	
Corporate Author:					
Subject:	Mail Memo - Syc Moorings				
Action Officer:	Annabel G Walden	Business Unit:	Corporate Support		
Title:	Administrative Officer	Date Actioned:	04/01/2006		
Action Due:	06/01/2006				
Action Status:	Action Completed				
Security:					
File ID:	710/00133[3]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbou				
On File:	Management & Control Of Buoy Moorings				
Folio No:	Yes				
Copies of Documents Placed onto:	48				

"ICM - Bobbie Corbett"
<b.corbett@coastalmanagem
ent.com.au>
05/12/2005 01:44 PM
Please respond to
"ICM - Bobbie Corbett"
<b.corbett@coastalmanageme
nt.com.au>

To "Brian McRae" <brian.p.mcrae@transport.qld.gov.au>, "Jan
Mulqueen" <jan@southportyachtclub.com.au>
cc
bcc
Subject SYC moorings

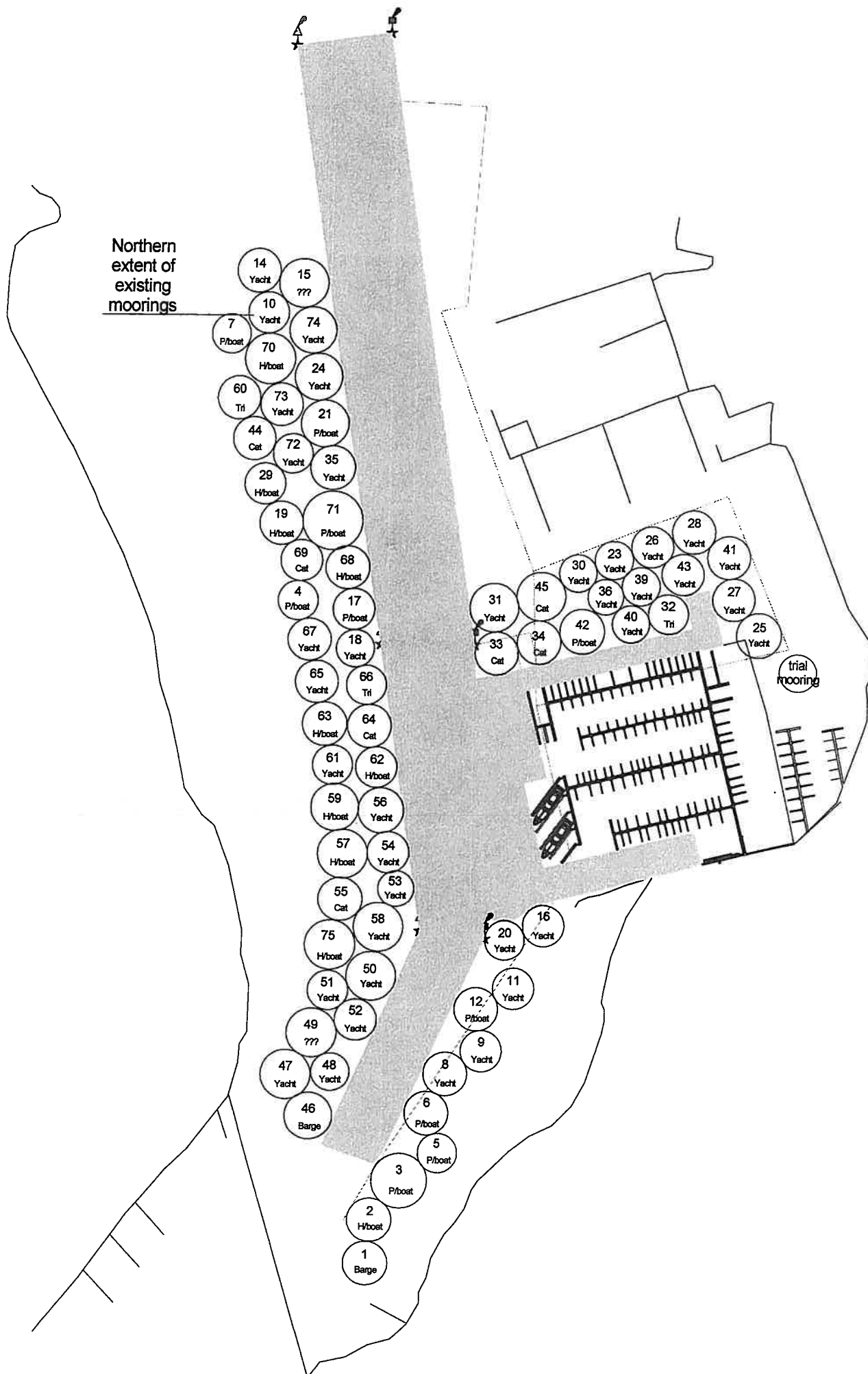
Brian,

Please find attached revised layout for SYC moorings. Note location of existing northernmost vessels. Layout extends slightly further north, but not substantially so. I have retained mooring circles corresponding to existing vessel sizes, except in situations where it is known that multiple vessels utilise the mooring. This achieves best use of the space available and there is some flexibility if lessees change to a larger vessel.

It is proposed that transition to this layout be undertaken in stages [i.e. moving moorings as necessary to reduce impact and negative PR] - probably over the course of the next year. If required, there is the potential for this to be revised if / when additional berths are relinquished. I think this is a more favourable course - better than terminating moorings.

Cheers,
Bobbie

Bobbie Corbett
International Coastal Management
PO Box 7196
Gold Coast Mail Centre
Australia 9726
PH : (07) 55640564 (INT 61-7-55640564)
FAX : (07) 55329147
MOB: 0407664483
www.coastalmanagement.com.au



DMS E-Mail Record

Document ID:	E4971	Outwards E-mail		Project ID:	
Date Written:	08/08/2006	Date Registered:	08/08/2006	Author Ref:	
Author:	Cynthia M Turner			Related Docs:	
Author Title:	Manager (Corporate Support)			Related Files:	
Corporate Author:	MARITIME SAFETY QUEENSLAND MARITIME - GOLD COAST REGION				
Subject:	Mail Memo - Dept Moorings Managed By Syc (Moorings Out The Back!!)				
Action Officer:	Kim Z Dolan	Business Unit:	Corporate Support		
Title:	Administrative Officer	Date Actioned:	11/08/2006		
Action Due:	23/08/2006				
Action Status:	Action Completed				
Security:					
File ID:	710/00133[3]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbou Management & Control Of Buoy Moorings				
On File:	Yes				
Folio No:	56				
Copies of Documents Placed onto:					

Cynthia M
Turner/cp3/qdot/au
08/08/2006 12:59 PM

To Janelle M Wilson/cp5/qdot/au@Qdot, Annabel G
Walden/cp5/qdot/au@Qdot
Brian P McRae/cp5/qdot/au@Qdot, John H
cc Bendel/cp3/qdot/au@Qdot, Greg L
Turner/cp5/qdot/au@Qdot
bcc
Subject DEPT MOORINGS MANAGED BY SYC (MOORINGS OUT
THE BACK!!)

Hi Ladies,

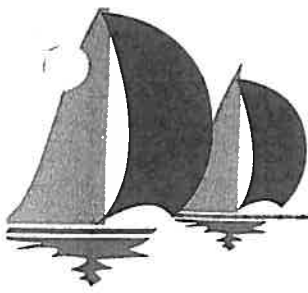
I understand that, as part of a re-development of SYC's marina facilities, the number of departmental moorings covered in the management agreement will reduce. Presently, I understand there are 79 departmental moorings on our books for out the back - consisting of 75 SYC moorings + 4 department moorings (used by us for seized vessels).

Please ensure that prior to renewal of these moorings in October/November, this matter is looked at and the correct number of moorings in place is ascertained - this will then influence the amount of mooring renewal fees payable.

Can you please ensure that the number of moorings (and month of renewal) in place following finalisation is advised to both Leesa and myself (for budgetary purposes).

Thanks alot

Cyndy



JB

710/133 (47)

SOUTHPORT YACHT CLUB INC.

7 June 2005



The Manager
Queensland Transport – Maritime Division
P.O. Box 107
SOUTHPORT. 4217

Dear Sir

RE : SOUTHPORT BOAT HARBOUR SWING MOORINGS

In accordance with our Swing Mooring Agreement, we attach Certificate of Currency for the Swing Moorings.

Yours sincerely,


 **JAN MULQUEEN**



**Gordon Wilson
& Associates Pty. Ltd.**

REGISTERED OFFICE
240 MARGARET STREET
BRISBANE, QLD, 4000
GPO BOX 898, QLD, 4001
TEL: (07) 3229 3294
FAX: (07) 3221 8709
Email: admin@gordonwilson.com.au

TOWNSVILLE OFFICE
15 PATRICK STREET
AITKENVALE, Q. 4814
PO BOX 898 MC. AITKENVALE, 4814
TEL: (07) 4775 1000
FAX: (07) 4775 1402
Email: admin@gordonwilsonq.com.au

LICENSED INSURANCE BROKERS • A.B.N. 84 010 096 376 • A.F.S. Licence No: 253113

7 June 2005

Attention: Jan Mulqueen
Southport Yacht Club. - Fax No: 5532 7507

CERTIFICATE OF CURRENCY

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

Insured: Southport Yacht Club Inc.

Class of Insurance: Marina Operators

Interest Insured: Legal liability in respect of the activities of Marina Operators including swing moorings

Sum Insured: \$20,000,000

Situation: Macarthur Parade, Main Beach & Hollywell, Southport

Period of Insurance: Current to 4pm 07/06/2006

Underwriter: Associated Marine Insurers Agents Pty Ltd

Policy Number: 11.HAN.0229593

Interested Party: The State of Queensland acting through the Department of Transport

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.....

4 May 2005

Sharon Vitale
General Manager
Southport Yacht Club
Macarthur Parade
Main Beach 4217

Dear Sharon

Southport Broadwater - Swing Moorings

I refer to your letter of 21 April 2005 and your expression of interest in retaining the contract for the swing moorings in the Southport Broadwater for the period October 2005 to October 2006.

Queensland Transport is currently investigating various options regarding the leasing arrangements of swing moorings in the Southport Broadwater. As you are aware there is a shortage of mooring/berthing facilities in the Broadwater and with discussions continuing in relation to cruise ship facilities and super yacht moorings there is a need provide the best possible mooring arrangements in the interim.

Your expression of interest has been noted and you will be advised in the near future of the direction Queensland Transport will take in relation to the leasing of the swing moorings.

Yours sincerely



Brian McRae

Manager (Waterways Planning & Infrastructure) South

746
V.M.R.

THE SPIT

MARINE STADIUM

PUBLIC CARPARK

BOAT RAMP

PROPOSED SWING MOORINGS
20 m SWING RADIUS
30 OFF

GREEN BEACON

RED BEACON

VMR SOUTHPORT

PONTOON

SEAWORLD NARA RESORT

PONTOON

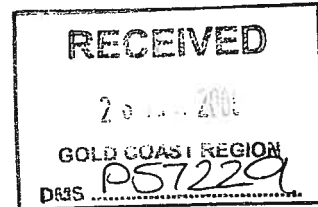
SEAWORLD



SWING MOORING PROPOSAL
VOLUNTEER MARINE RESCUE SOUTHPORT
THE SPIT MAIN BEACH

SCALE 1:3000 ON A4
DATE SEPT. 99
DRAWN P. CHILCOTT

April 21, 2005



Mr John Bendal
Queensland Transport
40-44 Seaworld Drive
MAIN BEACH QLD 4217

Dear John

RE: SOUTHPORT BOAT HARBOUR – SWING MOORINGS

I confirm Southport Yacht Club Inc would like to apply for an extension to the Southport Boat Harbour Swing Mooring contract for the period October 2005 to October 2006.

The Certificate of Currency for the insurance for the above period will be forwarded to you in due course.

Southport yacht Club looks forward to working with Queensland Transport to maintain and improve the Southport Boat Harbour swing moorings.

Sincerely



SHARON VITALE
General Manager



waterfront dining bars functions gaming marina hardstand sail training

5th April, 2005

The Maritime Director
Queensland Transport
Gold Coast Region
P O Box 107
SOUTHPORT QLD 4217

Dear Sir,

MANAGEMENT AND MAINTENANCE OF SWING MOORINGS – SOUTHPORT
BOAT HARBOUR.

Please find enclosed Southport Yacht Club cheque for \$19,800 being the second six months payment with regard to the Southport Boat Harbour Swing Moorings.

Thank you for your ongoing support with respect to the management of the Southport Boat Harbour Swing Mooring and we look forward to a continuing mutually beneficial arrangement.

Sincerely,



SHARON VITALE
GENERAL MANAGER





Tax Invoice / Receipt

ABN : 13200330520
Page 1 of 1

COPY

Southport Yacht Club Inc
MacArthur Parade
Main Beach
QLD 4217

GL Receipt No. **5620130374**

Date 18.04.2005

Issued at Maritime Gold Coast

Operator ID AGWALDE

Telephone 5539 7300

Payment Method Receipt Cheque
Amount **\$19,800.00**

Cheques are accepted subject to clearance.

Apportionment Account	Description	Value(\$)
44504	Mooring Right Fees	18,000.00
	Southport Boat Harbour-Mooring Right Fees-05/04/05	
20125	GST Taxable Supplies	1,800.00
	Total GST Payable	

Total Amount Received (incl GST) :

\$19,800.00

=====

These items do not attract GST

(GST is a Commonwealth Government imposed tax)

9/4/05 → 8/10/05

Tax Invoice / Receipt

Copy

ABN : 13200330520
Page 1 of 1

**Southport Yacht Club Inc.
MacArthur Parade
MAIN BEACH QLD 4217**

GL Receipt No. 5620125926

Date 22.12.2004

Issued at Maritime Gold Coast

Operator ID MMBROWN

Telephone

Payment Method Receipt Cheque
Amount **\$19,800.00**

Cheques are accepted subject to clearance.

Apportionment Account	Description	Value(\$)
44504	Mooring Right Fees	18,000.00
	Southport Boat Harbour Fees 9/10/2004 to 9/4/2005	
20125	GST Taxable Supplies	1,800.00
	Total GST Payable	

Total Amount Received (incl GST) :

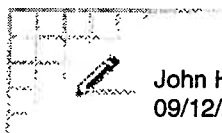
\$19,800.00

* These items do not attract GST

(GST is a Commonwealth Government imposed tax)

DMS E-Mail Record

Document ID:	E947	Inwards E-mail		Project ID:	
Date Written:	09/12/2004	Date Registered:	09/12/2004	Author Ref:	
Author:	John H Bendel			Related Docs:	
Author Title:	Advisor (Marine Infrastructure)			Related Files:	
Corporate Author:	SERVICES GROUP SOUTH EAST REGION				
Subject:	Mail Reply - Re: Southport Yacht Club - Swing Moring Contract				
Action Officer:	Marion M Brown				
Title:	Administrative Officer	Business Unit:	Corporate Support		
Action Due:	24/12/2004	Date Actioned:	10/12/2004		
Action Status:	Action Completed				
Security:					
File ID:	710/00133[3]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbou				
	Management & Control Of Buoy Moorings				
On File:	Yes				
Folio No:	38				
Copies of Documents Placed onto:					



John H Bendel
09/12/2004 04:20 PM

To: Finance Manager <finance@southportyachtclub.com.au>
cc: Cynthia M Turner/cp3/qdot/au@qdot, Brian P McRae/cp5/qdot/au@Qdot, Leesa J Deen/SouthEast/qdot/au@Qdot
Subject: Re: Southport Yacht Club - Swing Moring Contract

Tammy

First of all my apologies for not getting back to you sooner as I have been on leave for the past two weeks.

Payments may be made in two installments as mentioned in your email, however the Department will not invoice the Southport Yacht Club for those payments. A notification letter will be forwarded to the Yacht Club prior to 9 April 2005 regarding payment of the second installment.

As mentioned in the Departments letter of 19 October 2004, the twelve month extension to the current agreement will be backdated to 8 October 2004. Therefore payment of \$19,800.00 for the six month period from 9 October 2004 to 9 April 2005 would be appreciated.

Regards

John Bendel

Finance Manager <finance@southportyachtclub.com.au> on 23/11/2004 02:13:57 PM



Finance Manager <finance@southportyachtclub.com.au> on 23/11/2004
02:13:57 PM

To: "john.h.bendel@transport.qld.gov.au" <john.h.bendel@transport.qld.gov.au>
cc:
Subject: Southport Yacht Club - Swing Moring Contract

Dear John

Ref: SGE3214 710/00133

I am in receipt of a letter to Mr Fisher, dated 19 October 2004, regarding the extention of our current swing contract for the 2004/2005 period.

It states that the management rights fee will remain the same at \$39,600 and will be back dated to 8 October 2004, but as to date I have not yet seen an invoice. When do you think we will receive an invoice and can it be paid in two installments as per every other year.

I await your advice.

Best regards,

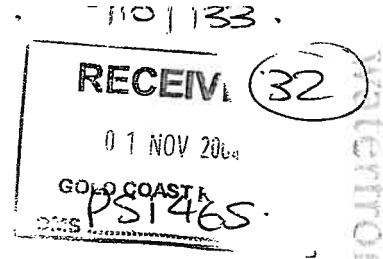
Tammy Oliver
Finance Manager
Southport Yacht Club
Phone: 07 5591 3500
Fax: 07 5532 7507
Email: finance@southportyachtclub.com.au

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If you are not the intended recipient you must not use, interfere with, disclose, copy or retain this email and we request you notify the sender immediately by return email.

Southport Yacht Club respects your privacy. All information contained in your email message is stored in our computer server - access to which is strictly limited and controlled.

Bm / SB



October 27, 2004

Mr Ray Rawlings
Regional Director (South-East)
Queensland Transport
40-44 Seaworld Drive
MAIN BEACH QLD 4217

Dear Mr Rawlings

RE: SOUTHPORT BOAT HARBOUR – SWING MOORINGS

I refer to your correspondence of October 19, 2004 and confirm Southport Yacht Club Inc would like to accept your offer for an extension to the Southport Boat Harbour Swing Mooring contract for the period October 8, 2004 to October 7, 2005.

The Certificate of Currency for the insurance for the period June 7, 2005 to October 7, 2005 will be forwarded to you in due course.

I thank you for this extension and the Club looks forward to working with Queensland Transport to improve the Southport Boat Harbour swing moorings.

Sincerely

SHARON VITALE
General Manager

c.c. John Bendall



waterfront dining bars functions gaming marina hardstand sail training

07 38345500

**Queensland
Government**

19 October 2004

Queensland Transport

Mr Steven Fisher
Southport Yacht Club
Macarthur Parade
Main Beach Qld 4217

Dear Mr Fisher

Southport Boat Harbour - Swing Moorings

The one year extension to the current swing moorings contract between Queensland Transport and the Southport Yacht Club expired on the 8 October 2004.


As you are aware the Department is currently reassessing many aspects of the swing moorings contract with a view to providing better management practises for swing moorings in the Southport Boat Harbour in the long term.

Given the club's preparedness to accept a twelve month extension to the original contract in 2004 it is proposed to again extend the contract for a further twelve month period to allow the Department sufficient time to thoroughly investigate the various swing mooring options being discussed. Payment for the management rights shall remain the same at \$39,600.00 for the twelve month period.

If the Southport Yacht Club is in agreement with the above recommendation, the twelve month extension will be backdated to 8 October 2004. Written advice confirming your acceptance or otherwise of another twelve month extension to the current swing moorings contract would be appreciated.

It is noted that the Certificate of Currency presently lodged with the Department expires on 7 June 2005. Please ensure the Department is provided with a copy of the renewed Certificate of Currency before 4.00 pm on 7 June 2005.

Yours sincerely


Ray Rawlings**Regional Director (South East)**

South East Region
Waterways Planning and Infrastructure
40-44 Seaworld Drive Main Beach 4217

ABN 13 200 330 520

Our ref SGE3214 710/00133
Your ref
Enquiries John Bendel
Telephone +61 7 0755838280
Facsimile +61 7 0755838288
Website www.transport.qld.gov.au
Email john.h.bendel@transport.qld.gov.au

**SOUTHPORT YACHT CLUB INC.**JB
710/133
(26)**RECEIVED**

24 AUG 2004

GOLD COAST REGION

DMS 019435

FACSIMILE TRANSMISSION

TO : QUEENSLAND TRANSPORT - MARITIME DIVISION
ATTENTION: JOHN BENDEL
FAX NO : 55 838 288
COPY TO : S. VITALE / J. MULQUEEN (SYC)
FROM : STEVE FISHER
RE : SOUTHPORT BOAT HARBOUR SWING MOORINGS
DATE : 23 AUGUST 2004

I refer to the Club's management of the Southport Boat Harbour Swing Moorings and attach hereto Certificate of Currency for the Club's insurance cover on these moorings. You will note on this document "the State of Queensland acting through the Department of Transport" is listed as the joint insured.

The expiry date of the policy is 7/6/05 and I have diarised this date for follow up.

If you require further information, please contact me.

Regards

 **STEVE FISHER**



23/08/2004

11:31

GORDON WILSON → 55711849

NO. 997 001

**Gordon Wilson
& Associates Pty. Ltd.**

REGISTERED OFFICE
240 MARGARET STREET
BRISBANE, QLD. 4000
GPO BOX 688, QLD. 4001
TEL: (07) 8229 3284
FAX: (07) 3221 8709
Email: admin@gordonwilson.com.au

TOWNSVILLE OFFICE
15 PATRICK STREET
ATKENVALE, Q. 4814
PO BOX 898 MC, ATKENVALE, 4814
TEL: (07) 4775 1000
FAX: (07) 4775 1402
Email: admin@gordonwilson.com.au

LICENSED INSURANCE BROKERS • A.B.N. 84 010 096 376 • A.F.S. Licence No: 253113

23 August, 2004

Attention: Steve Fisher
Southport Yacht Club Inc. - Fax No: 5571 1849

CERTIFICATE OF CURRENCY

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

Insured: Southport Yacht Club Inc. &
"The State of Queensland acting through the Department of
Transport" all for their respective rights and interests

Class of Insurance: Marina Operators

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

Sum Insured: \$20,000,000

Situation: Macarthur Parade, Main Beach & Hollywell, Southport

Period of Insurance: Current to 4pm 07/06/2005

Underwriter: Associated Marine Insurers Agents Pty Ltd

Policy Number: 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.....


746
580
22

ATTENTION O JOHN BRADDA

25

SOUTHPORT YACHT CLUB MARINA			RATES AS AT 1 JULY 2004			PHONE	
MACARTHUR PARADE			GST INCLUSIVE			FAX	
MAIN BEACH 4217						VHF	
	DAILY	DAILY	WEEKLY	4 WEEKLY	12 WEEKS	26 WEEKS	52 WEEKS
	Gold	Gold	Gold	Gold	Gold	Gold	Gold
	Member	Visitor	Member	Visitor	Member	Member	Member
19m	Double	\$45	\$171	\$390	\$621	\$1,879	\$1,879
30m	Double	\$45	\$171	\$390	\$621	\$2,082	\$2,082
	Single	\$45	\$199	\$518	\$728	\$2,499	\$2,499
	Wide	\$45	\$199	\$518	\$728	\$2,499	\$2,499
11m	Double	\$45	\$190	\$477	\$673	\$2,282	\$2,282
11.5m	Double	\$45	\$199	\$498	\$700	\$2,384	\$2,384
12.2m	Double	\$45	\$210	\$535	\$749	\$2,634	\$2,634
12.5m	Double	\$45	\$210	\$535	\$763	\$2,699	\$2,699
	Single	\$45	\$256	\$656	\$911	\$3,237	\$3,237
	Wide	\$45	\$256	\$656	\$911	\$3,237	\$3,237
15m	Double	\$46	\$230	\$606	\$843	\$2,875	\$2,875
	Single	\$46	\$276	\$724	\$1,009	\$3,450	\$3,450
	Wide	\$46	\$276	\$724	\$1,009	\$3,450	\$3,450
Single/Wide		\$48	\$287	\$765	\$1,049	\$3,594	\$3,594
16m	Double	\$46	\$252	\$661	\$913	\$3,126	\$3,126
	Single	\$52	\$298	\$734	\$1,093	\$3,750	\$3,750
	Wide	\$56	\$298	\$734	\$1,093	\$3,750	\$3,750
16.5m	Double	\$48	\$257	\$683	\$942	\$3,222	\$3,222
	T-Head	\$56	\$295	\$734	\$1,049	\$3,705	\$3,705
17m	Single	\$60	\$311	\$861	\$1,182	\$3,783	\$3,783
18m	Double	\$56	\$291	\$772	\$1,069	\$3,661	\$3,661
	Single	\$66	\$350	\$931	\$1,276	\$4,391	\$4,391
	Single/Wide	\$67	\$362	\$971	\$1,328	\$4,574	\$4,574
20m	Single	\$72	\$447	\$1,075	\$1,470	\$5,072	\$5,072
24m	T-Head	\$92	\$499	\$1,331	\$1,812	\$6,274	\$6,274
NOTE:							
Larger berths are available and pricing is provided on request							

NOTE:

SWING MOORINGS:

SWING MOORINGS: (DAILY) \$7.70 PER DAY

SWING MOORINGS: (WEEKLY) \$48.40 PER WEEK

SWING MOORINGS: (MONTHLY) \$167.20 PER MONTH

LIVE ABOARD:

MEMBERS - \$30.00 PER WEEK OR \$130 PER MONTH

RATES UP TO 4 WEEKS INCLUDE TEMPORARY ASSOCIATION SUPPORTER MEMBERSHIP

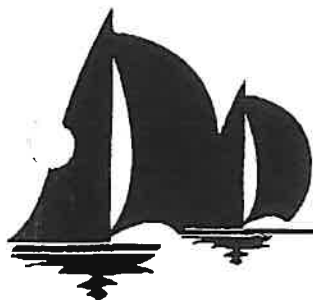
VISITORS - \$50.00 PER WEEK OR \$215 PER MONTH

SWING MOORINGS: (HALF YEARLY) - \$71.30 PER METRE.

SWING MOORINGS: (YEARLY) - \$118.80 PER METRE.

NOTE: ALL MARINA AND SWING MOORING FEES ARE INCLUSIVE OF G.S.T.

Larger berths are available and pricing is provided on request.

**SOUTHPORT YACHT CLUB INC.****RECEIVED**

18 AUG 2004

GOLD COAST REGION

DMS

P49288

FACSIMILE TRANSMISSION

TO : GORDON WILSON & ASSOCIATES
ATTENTION: TERRY WYETH
FAX NO : 3221 8709
COPY TO : QUEENSLAND TRANSPORT - JOHN BENDEL
FAX NO : 5583 8288
FROM : STEVE FISHER
RE : SWING MOORING CONTRACT
DATE : 18 AUGUST 2004

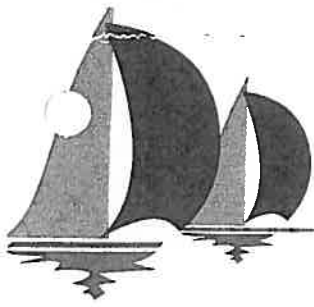
John Bendel from Queensland Transport, the officer in charge of the Club's Swing Mooring Management Contract with the Qld. Government, has requested confirmation that the Club's insurance covering both the Club and the Government for the operation of the Swing Moorings is still current.

Could you please forward a Certificate of Currency for this insurance.

Regards

For **STEVE FISHER**





SOUTHPORT YACHT CLUB INC.

(23)

710/133

RW

17 June 2004

P47569.

Ross Winks
Manager – Infrastructure
Queensland Transport – Maritime Division
Seaworld Drive
MAIN BEACH. 4217

Dear Ross

RE : SOUTHPORT BOAT HARBOUR SWING MOORINGS

I refer to the 70 Swing Moorings currently located within the Southport Boat Harbour and note the original approval is for 74 Swing Moorings. The current waiting list for Swing Moorings is quite extensive and it is proposed the Club immediately reinstate the number of Swing Moorings from 70 to the original number (74).

If the Department agrees with this approach, I would suggest Club staff member, Gill Baker, liaise with Qld. Transport's Don Anderson for the reintroduction of 4 Swing Moorings. In this regard, I understand 4 spare mooring blocks are held by the Department and the Club has sufficient chain, etc. to create 4 new moorings, providing the Department can supply the top marks.

Once installed, the Club would pay Qld. Transport an additional \$255.00 per mooring per half year and recommends that once the 4 moorings are reintroduced, a part payment be made to bring these 4 reintroduced moorings into line with the 70 moorings that are currently paid up to and including 5 October 2004.

The Club would like to proceed with the reinstallation of these 4 moorings as soon as possible and requests Qld. Transport's approval to proceed.

Yours sincerely,


STEVEN W. FISHER

cc Gill Baker



19 April 2004

Ms Sharon Vitale
General Manager
Southport Yacht Club
MacArthur Parade
Main Beach QLD 4217

Dear Ms Vitale

Southport Boat Harbour - Swing Moorings

An examination of our records has revealed that the management fee of \$19,800 for the second six month period of the current agreement has not yet been paid. This fee was due before 6 April 2004.

It would be appreciated if payment could be made at your earliest convenience.

Yours sincerely



Ross Winks
Manager, Infrastructure

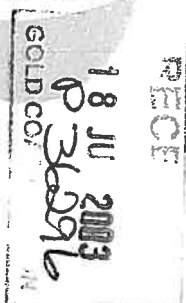
South East Region
Waterways Planning and Infrastructure
PO Box 107 Southport, QLD 4215
40 - 44 Seaworld Drive, Main Beach, QLD 4217
ABN 13 200 330 520

Our ref 710/00133
Your ref
Enquiries Ross Winks
Telephone +61 7 55838300
Facsimile +61 7 55838288
Website www.transport.qld.gov.au



SOUTHPORT YACHT CLUB ^{SB} INC.

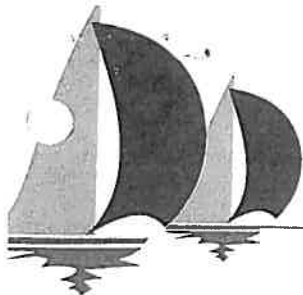
MacARTHUR PARADE, MAIN BEACH,
GOLD COAST, QUEENSLAND. 4217



CHEQUE No. 710/34
02098712

20987

(16)



SOUTHPORT YACHT CLUB INC.

13th June, 2003

Attention: John

Queensland Department of Transport
Seaworld Drive,
MAIN BEACH Q 4217

Dear Sir,

RE: SWING MOORING AGREEMENT

We wish to extend our management agreement for the swing moorings for a further six months. Enclosed is a Certificate of Currency pertaining to the above agreement, together with our cheque for \$19,800 inc GST.

If you could send us a receipt with the dates of this agreement, I would appreciate it.

Regards



SHARON VITALE
GENERAL MANAGER

*Receipt no 5620103153.
for period 6/4/03 - 6/10/03*



13 June 2003

CERTIFICATE OF CURRENCY

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

Insured: Southport Yacht Club Inc. &
Gold Coast Marine Agencies Pty Ltd &
"The State of Queensland acting through the Department of
Transport" all for their respective rights and interests

Class of Insurance: Marina Operators

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

Sum Insured: \$20,000,000

Situation: Macarthur Parade, Main Beach & Hollywell, Southport

Period of Insurance: Current to 4pm 07/06/2004

Underwriter: Associated Marine Insurers Agents Pty Ltd

Policy Number: 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. 

Tax Invoice / Receipt

Copy

ABN : 13200330520
Page 1 of 1

Southport Yacht Club Inc.
MacArthur Parade
Main Beach Qld 4217

GL Receipt No. 5620103153

Date 18.06.2003

Issued at Maritime Gold Coast

Operator ID MBMCHUG

Telephone

Payment Method Receipt Cheque
Amount **\$19,800.00**

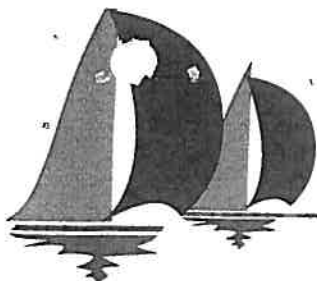
Cheques are accepted subject to clearance.

Apportionment Account	Description	Value(\$)
44504	Mooring Right Fees	18,000.00
	SOUTHPORT BOAT HARBOUR - MOORING RIGHT FEES 2003	
20125	GST Taxable Supplies	1,800.00
	Total GST Payable	
Total Amount Received (incl GST) :		\$19,800.00 =====

* These items do not attract GST

(GST is a Commonwealth Government imposed tax)

for period 6/4/03 - 6/10/03.



JB

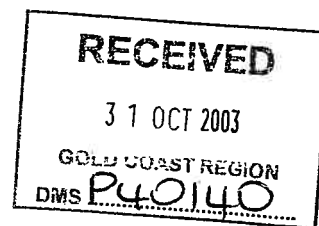
710/133

(3)

SOUTHPORT YACHT CLUB INC.

29th October 2003

Queensland Transport
Rose Kent Regional Director (South East)
PO Box 107
SOUTHPORT QLD 4215



RE: Swing Mooring Contract – Southport Boat Harbour

Dear Ms Kent,


I refer to your recent correspondence relating to the Southport Yacht Club's management of the Swing Moorings within the Southport Boat Harbour, and as required have attached as page two, a copy of the "Certificate of Currency" for the necessary insurance.

You will note that as this policy is part and parcel of the Southport Yacht Club's total insurance package, the expiry date of the 7th June 2004 does not match the relevant date with respect to the Swing Mooring Management contract.

However, prior to the 7th June 2004 the Southport Yacht Club's policy will be extended for a further twelve months and a further certificate will be provided at that time.

Please do not hesitate to contact me if you require further information.

Yours Sincerely,

 Steven W. Fisher

CC: John Bendel
SYC – Sharon Vitale



Gordon Wilson & Associates Pty. Ltd.

REGISTERED OFFICE:
240 MARGARET STREET
BRISBANE, QLD 4000
GPO BOX 894, QLD 4001
TEL: (07) 5229 3294
FAX: (07) 5221 6008
Email: admin@gordonwilson.com.au

TOWNHILL
16 PATRICK
ATHLETIC
PO BOX 88
TEL: (07) 47
FAX: (07) 47
Email: gwh

RCB
SET
1814
ATHLETIC, 4214
00
02
primus.com.au

LICENSED INSURANCE BROKERS

A.B.N. 64 010 096 376

29 October, 2003

Attention: Sharon Vitale
Southport Yacht Club. - Fax No: 5532 7507

CERTIFICATE OF CURRENCY

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

Insured: Southport Yacht Club Inc. &
"The State of Queensland acting through the Department of
Transport" all for their respective rights and interests.

Class of Insurance: Marina Operators

Interest Insured: Legal liability in respect of the activities of Marina Operator

Sum Insured: \$20,000,000

Situation: Macarthur Parade, Main Beach & Hollywell, Southport

Period of Insurance: Current to 4pm 07/06/2004

Underwriter: Associated Marine Insurers Agents Pty Ltd

Policy Number: 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...



SOUTHPORT YACHT CLUB INC.

With Compliments

MACARTHUR PARADE MAIN BEACH
TELEPHONE (07) 5591 3500



GOLD COAST QUEENSLAND 4217
FACSIMILE (07) 5532 7507

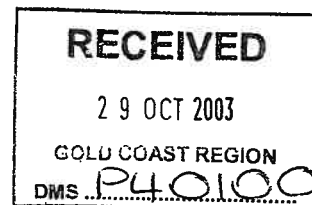
JB

710/133

(12)

**SOUTHPORT YACHT CLUB INC.**29th October 2003

Queensland Transport
Rose Kent Regional Director (South East)
PO Box 107
SOUTHPORT QLD 4215



RE: Swing Mooring Contract – Southport Boat Harbour

Dear Ms Kent,

I refer to your recent correspondence relating to the Southport Yacht Club's management of the Swing Moorings within the Southport Boat Harbour, and as required have attached as page two, a copy of the "Certificate of Currency" for the necessary insurance.

You will note that as this policy is part and parcel of the Southport Yacht Club's total insurance package, the expiry date of the 7th June 2004 does not match the relevant date with respect to the Swing Mooring Management contract.

However, prior to the 7th June 2004 the Southport Yacht Club's policy will be extended for a further twelve months and a further certificate will be provided at that time.

Please do not hesitate to contact me if you require further information.

Yours Sincerely,

☞ Steven W. Fisher

CC: John Bendel
SYC – Sharon Vitale



61 7 55711849

28-10-2003 13:18

FROM-

+0755327507

T-756 P.001/001 F-217

**Gordon Wilson
& Associates Pty. Ltd.**

REGISTERED OFFICE
240 MARGARET STREET
BROSBANE, QLD, 4000
GPO BOX 688, QLD, 4001
TEL: (07) 3229 3894
FAX: (07) 3221 8708
Email: admin@gordonwilson.com.au

TOWNSVILLE
15 PATRICK
ARTHUR
PO BOX 88
TEL: (07) 47
FAX: (07) 47
Email: gordon

ACE
127
1316
ARTHUR
1814
08
02
gordonwilson.com.au

LICENSED INSURANCE BROKERS

A.B.N. 84 010 096 378

29 October, 2003

Attention: Sharon VitaleSouthport Yacht Club - Fax No: 5532 7507**CERTIFICATE OF CURRENCY**

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

Insured: Southport Yacht Club Inc. &
"The State of Queensland acting through the Department of
Transport" all for their respective rights and interests;

Class of Insurance: Marina Operators

Interest Insured: Legal liability in respect of the activities of Marina Operator

Sum Insured: \$20,000,000

Situation: Macarthur Parade, Main Beach & Hollywell, Southport

Period of Insurance: Current to 4pm 07/06/2004

Underwriter: Associated Marine Insurers Agents Pty Ltd

Policy Number: 11.HAN.0229593

In response to your request, we confirm that according to our records as at 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.....



JB 710/133



**Queensland
Government**

⑪

21 October 2003

COPY

Queensland Transport

Mr Steven Fisher
Southport Yacht Club
Macarthur Parade
Main Beach 4217

Dear Sir

Southport Boat Harbour - Swing Moorings

I refer to your letter of 30 September 2003 about the management and maintenance of swing moorings at the southern end of the Southport Broadwater and the proposed recommendations in relation to the management and maintenance contract.

Queensland Transport is currently reviewing the suggested recommendations. As this will take some time and given the Club's preparedness to accept an extension of the existing contract it is proposed to extend the current contract held with the Southport Yacht Club for a further twelve-month period. The contract for the third twelve-month period will be backdated to 8 October 2003.

As part of the revision of the contract, the following items will be considered as per your request;

- The term of the contract
- Rental rates for Swing Moorings
- Inclusion of a development clause (in the event of redevelopment of the waterfront) that would allow the Department to either withdraw or relocate existing swing moorings if needed.

To proceed on this basis, please provide a copy of insurances as required in clauses 5 and 6 of the Specification. The insurer will need to provide a declaration that the insurance policies comply with the requirements of the Specification.

Queensland Transport
PO Box 107
Southport Qld 4215
ABN 13 200 330 520

Our ref SGP 26753
Your ref -
Enquiries John Bendel
Telephone +61 7 5583 8280
Facsimile +61 7 5583 8288
Website www.transport.qld.gov.au

Payment for the management rights shall remain the same at \$39,600.00 for the twelve-month period. It would be appreciated if payment of the fee, either in one instalment of \$39,600.00 or two equal six-monthly instalments could be provided to the Department as soon as possible.

Thank you for your assistance in this matter.

Yours sincerely

A black rectangular redaction box covering the signature of Rose Kent.

Rose Kent
A/Regional Director (South East)

07-10-2003 16:28

FROM-

61 7 55711849

+0755327507

T-516

P.001/001

F-959

PAGE 01/01

SOUTHPORT YACHT CLUB

JB 7/10/133

RECEIVED

14 OCT 2003

GOLD COAST

P39679



SOUTHPORT YACHT CLUB INC.

ATTENTION OF JOHN BENDAL

FACSIMILE TRANSMISSION

From: 20 : GORDON WILSON & ASSOCIATES
 ATTENTION: TERRY WYETH
 FAX NO: 3221 8709
 COPY TO: SHARON VITALE
 TO: FROM: STEVE FISHER
 RE: SWING MOORING CONTRACT
 DATE: 7 OCTOBER 2003

REGARDS
STEVE FISHER

I refer to the Southport Yacht Club contract with Queensland Transport to operate the Swing Moorings within the Southport Boat Harbour and advise this contract technically expired today. Qld. Transport, specifically their officer John Bendal, has advised he is confident the Department will "issue an extension to the contract within the next few days".

Could the Club's insurer please hold the Club insured for the management of the Swing Moorings, pending confirmation of the extension to the contract. Once the extension is issued it will be necessary to provide proof of insurance to Qld. Transport.

Please advise if there are any problems with regard to the above.

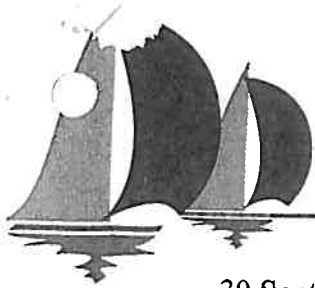
STEVE FISHER

Steve

There is no problem as the insurance is still current even if the contract has technically expired.

Regards,
Steve Wyeth
7/10/03





SOUTHPORT YACHT CLUB INC.

30 September 2003

John Bendel
Acting Manager Marine Infrastructure
Queensland Transport
P.O. Box 107
SOUTHPORT. 4215



Dear Sir

RE: SOUTHPORT BOAT HARBOUR – SWING MOORINGS

I refer to our recent discussions relating to the Southport Boat Harbour Swing Moorings and note the second year of the contract between the Southport Yacht Club and Qld. Transport expires on 6 October 2003.

The Club is of the view that the community would be best served by the issuing of a long-term contract, which better reflected the current situation with regard to the berthage of vessels on the Gold Coast. As indicated to you, the Southport Yacht Club would be prepared to accept an extension of the existing contract, to allow the Department time to consider this issue in greater detail.

The Southport Boat Harbour Swing Moorings have been in use for many years and the current demand for these moorings is high. The Southport Yacht Club has operated the Swing Moorings for over ten years and the maximum rate chargeable under the Act which covers these Swing Moorings has not changed during this time.

What is proposed is that Qld. Transport call tenders for the provision of a 3 to 5 year contract for the operation of the Swing Moorings, commencing in October 2004. A 3 to 5 year tenure is proposed because this will allow the successful tenderer to upgrade the Swing Moorings and install environmentally friendly Swing Moorings. A long term contract will allow the use of identical chains and fittings, which will reduce electrolysis, in turn reducing annual maintenance costs and making the whole operation more efficient.

On the question of maximum rental rates, as Qld. Transport is aware, rental rates have not increased for many years and yet, based on the Club's data, the cost of berthing vessels in marinas in the region tends to double every 9 years. Therefore, the current rental rate for Swing Moorings in the Southport Boat Harbour is very cheap and hence the high demand for these moorings.



Although the Club understands the Department's belief that they need to consider the cost of Swing Moorings throughout the State, there is clearly a strong argument for Swing Mooring rental rates to be considered on a regional basis, taking into account supply and demand.

Based on supply and demand, the Swing Moorings in the Southport Boat Harbour would still achieve high occupancy, even if the rental rate was doubled. However, an increase of 20% across the board would be reasonable, would allow the successful tenderer to pay the Department a higher fee, and would still leave the Southport Boat Harbour Swing Moorings in the "cheap category".

In summary, the Club recommends the Department take the following action:-

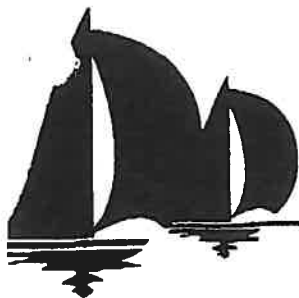
1. Provide the Club with an extension of the existing contract to allow time for the calling of long term tenders.
2. Extend the term of the proposed tender to at least 3 years, and preferably 5 years.
3. Include in the contract a development clause which allows the Department to relocate the Swing Moorings within the Southport Boat Harbour if future foreshore development creates such a need.
4. Increase the maximum rate chargeable.

Once you have reviewed the above, if you require clarification of any of the points, please contact the writer.

Yours sincerely

A black rectangular redaction box covering the signature of Steven W. Fisher.

STEVEN W. FISHER



SOUTHPORT YACHT CLUB INC.

FACSIMILE TRANSMISSION

RECEIVED

04 SEP 2003

GOLD COAST REGION

DMS ...P38609...

TO : QLD. TRANSPORT
ATTENTION: JOHN BENDEL
FAX NO : 55 838 288
COPY TO : SOUTHPORT YACHT CLUB
FROM : STEVE FISHER
RE : SOUTHPORT BOAT HARBOUR SWING MOORINGS
DATE : 4 SEPTEMBER 2003

I advise a complete overhaul of the 70 Swing Moorings in the Southport Boat Harbour has been completed and all moorings are in good condition.

The only mooring that has not been lifted is the mooring occupied by "Australind", and this has been inspected by a diver.

Could you please record this information on the relevant file.

Do not hesitate to contact mc if further clarification is required.

Regards,


STEVE FISHER



Tax Invoice / Receipt

Copy

ABN : 13200330520
Page 1 of 1

Southport Yacht Club Inc.
MacArthur Parade
Main Beach Qld 4217

GL Receipt No. 5620103153

Date 18.06.2003

Issued at Maritime Gold Coast

Operator ID MBMCHUG

Telephone

Payment Method Receipt Cheque
Amount **\$19,800.00**

Cheques are accepted subject to clearance.

Apportionment Account	Description	Value(\$)
44504	Mooring Right Fees	18,000.00
	SOUTHPORT BOAT HARBOUR - MOORING RIGHT FEES 2003	
20125	GST Taxable Supplies	1,800.00
	Total GST Payable	
Total Amount Received (incl GST) :		<u>\$19,800.00</u>

* These items do not attract GST

(GST is a Commonwealth Government imposed tax)

DMS E-Mail Record

Document ID: E14413
Date Written: 17/12/2008
Author: "Finance Manager"
Author Title:
Corporate Author:

Inwards E-mail
Date Registered: 17/12/2008

Project ID:
Author Ref:
Related Docs:
Related Files:

Subject: Mail Memo - Fw: Syc Swing Mooring Management.
Action Officer: Renae L Conway
Title: Administrative Officer
Action Due: 01/01/2009
Action Status: Action Completed
Security:

Business Unit: Corporate Support
Date Actioned: 18/12/2008

File ID: 710/00133[4]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbour Management & Control Of Buoy Moorings
On File: Yes
Folio No: 9
Copies of Documents Placed onto:

"Finance Manager"
<Finance@southportyachtclub.com.au>

16/12/2008 06:03 PM

To <Kenneth.L.Gibbs@transport.qld.gov.au>

cc

bcc

Subject FW: SYC swing mooring management.

Answers below – let me know if you need more detail

Kind Regards,

Brian Dawson

Marine & Finance Manager

Southport Yacht Club

D: (07) 5552 6738

Reception: (07) 5591 3500

F: (07) 5532 7507

M: 0458 770082 / 0413 408 900

E: finance@southportyachtclub.com.au

W: www.southportyachtclub.com.au

[IMAGE]

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From: Marina1 Jodie
Sent: Tuesday, 16 December 2008 4:53 PM
To: Finance Manager
Cc: Marina2
Subject: RE: SYC swing mooring management.

Hi Brian

Here you go.

Would you happen to have the following figures:

How many vessels on swings are live aboards?

25

How many vessels on swings are long term - over 12 months and over 6 months?

All are long term tenants. 32 pay 6 months in advance. All others pay 1 month in advance.

Are there any live aboards that are long term?

25

Kind Regards,

Jodie Wright

Marina Manager

Southport Yacht Club

P: (07) 5591 8577

F: (07) 5591 3526

E: marina1@southportyachtclub.com.au

W: www.southportyachtclub.com.au

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-----Original Message-----

From: Finance Manager

Sent: Tuesday, 16 December 2008 1:32 PM

To: Marina1 Jodie

Subject: FW: SYC swing mooring management.

Jodes / Bel

Please scroll down and answer the QTY questions about swings

I know you have done this before so hopefully you have the answers at hand.

Kind Regards,

Brian Dawson

Marine & Finance Manager

Southport Yacht Club

D: (07) 5552 6738

Reception: (07) 5591 3500

F: (07) 5532 7507

M: 0458 770082 / 0413 408 900

E: finance@southportyachtclub.com.au

W: www.southportyachtclub.com.au

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Southport Yacht Club respects your privacy. All information contained in your email message is stored in our computer server - access to which is strictly limited and controlled.

-----Original Message-----

From: Kenneth.L.Gibbs@transport.qld.gov.au [mailto:Kenneth.L.Gibbs@transport.qld.gov.au]

Sent: Tuesday, 25 November 2008 4:09 PM

To: Finance Manager

Subject: SYC swing mooring management.

Hi Brian,

Would you happen to have the following figures:

How many vessels on swings are live aboards?

How many vessels on swings are long term - over 12 months and over 6 months?

Are there any live aboards that are long term?

There is light at the end of the tunnel I believe we are making progress for the new agreement.

Cheers

Ken Gibbs

Regional Advisor

Waterways Management

SEQ South Region

QueenslandTransport

Ph: 0755 397379

Mob: 0434 606761

Email: Kenneth.l.gibbs@transport.qld.gov.au

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Opinions contained in this e-mail do not necessarily reflect the opinions of the Queensland Department of Main Roads, Queensland Transport or Maritime Safety Queensland, or endorsed organisations utilising the same infrastructure.



20 October 2008

Brian McRae
Manager Waterways Planning & Infrastructure
South East Region
40-44 Seaworld Drive
Main Beach Qld 4217

RE: Southport Yacht Club Inc. Swing Moorings

Dear Brian

Further to a recent meeting held 14th October 08 and as discussed, here are the terms we feel are required to be included in a management agreement between both parties to successfully manage the swing moorings.

Term: It is the view of SYC that the agreement should be in place for 24 months, after which time a review could be undertaken allowing for consideration of such items of master infrastructure changes, economical environment and redevelopment projects.

Termination: It is our view that the existing clauses within the expired lease be adopted without change.

Fees & Conditions for Tenants: Several points

- Facilitate an annual CPI increase on mooring fees implemented as of 1st May every year until the end of the agreement.
- A catch up CPI increase on mooring fees immediately of 3%
- Tenants payments to be in advance at all times
- Long term tenants to be reduced by natural reduction to short term tenants (long term 6m short term monthly)
- Additional levy to be charged for extra car parking and dinghy storage.
- Insurance compulsory and lodged at marina office
- Vessels to be maintained in a seaworthy condition
- Vessels must capable of moving under own power
- SYC to maintain moorings to acceptable standard
- QT to out law sub letting
- Live aboards must have holding tanks as per waterways standard

If there is anything further Southport Yacht Club can do to assist with finalising this agreement please contact either myself directly on 555 267 38 or email: finance@southportyachtclub.com.au.

Kind regards

Brian Dawson
Marine & Finance Manager
Southport Yacht Club Inc
Yachting with the Community since 1946

Key - John 3
You & I should
Discuss.
Jan

Gold Coast Region
RECEIVED
28 OCT 2008
☒ Mail ☐ Ctr
File: 710/133
DMS: P98677
Action Officer/s:
Bm



DMS E-Mail Record

Document ID: E12371	Inwards E-mail	Project ID:
Date Written: 21/07/2008	Date Registered: 21/07/2008	Author Ref:
Author: "Finance Manager"		Related Docs:
Author Title:		Related Files:
Corporate Author:		

Subject: Mail Memo - Fw: Management Agreement	
Action Officer: Melissa E Ilka	
Title: Administrative Officer	Business Unit: Corporate Support
Action Due: 05/08/2008	Date Actioned: 22/07/2008
Action Status: Action Completed	
Security:	

File ID: 710/00133[4]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbour Management & Control Of Buoy Moorings

On File: Yes

Folio No: 7

Copies of Documents Placed onto:

"Finance Manager" <Finance@southportyachtclub.com.au> 21/07/2008 12:36 PM	To <Kenneth.L.Gibbs@transport.qld.gov.au> cc bcc Subject FW: Management Agreement
---	--

Hi Ken

The Gold members fee is \$412.00 inc GST
 NO pro rata rates are available however the essential amenities service charge drops off which equates similar to a monthly pro rata discount.

BD

-----Original Message-----
 From: Finance Manager
 Sent: Thursday, 17 July 2008 1:38 PM
 To: 'Kenneth.L.Gibbs@transport.qld.gov.au'
 Subject: RE: Management Agreement

Hi Ken
 I just called, sorry I missed.

We have just finished the swing maintenance and I was hoping to discuss getting an updated map to you.

The other point I see I haven't answered is the one about mid term members (3-12 months). Our policy is 12 visits to the club as a bonafide traveller.

We are checking the exact rule with Liquor Licensing but my understanding is as above or up to 3 months. Let me confirm with the authorities.

BD

-----Original Message-----

From: Kenneth.L.Gibbs@transport.qld.gov.au
[mailto:Kenneth.L.Gibbs@transport.qld.gov.au]
Sent: Wednesday, 18 June 2008 8:30 AM
To: Finance Manager
Subject: RE: Management Agreement

Yes we did receive the letter and we are now appraising it, this will probably include staff from Finance and Legal and Legislation from Brisbane.

There is probably nothing else you can do at this stage unless we have some further questions, such as 'What is the cost of a Gold Membership and would a monthly occupant (3-12 month) get a pro-rata arrangement or have to pay the full amount of the membership?'

Regards

Ken Gibbs
Regional Advisor
Waterways Management
SEQ South Region
Queensland Transport
Ph: 0755 397379
Mob: 0434 606761
Email: Kenneth.l.gibbs@transport.qld.gov.au

"Finance Manager" <Finance@southportyachtclub.com.au>
17/06/2008 05:37 PM

To
<Kenneth.L.Gibbs@transport.qld.gov.au>
cc

Subject
RE: Management Agreement

Thanks

Did you guys get the cheque and letter yet?
I would dearly love to get this off our agenda and put to bed.
Is there something I could do to help?

Kind Regards,

Brian Dawson
Finance & Marine Manager
Southport Yacht Club
D: (07) 5552 6738
Reception: (07) 5591 3500
F: (07) 5571 1849
M: 0413 408 900

-----Original Message-----

From: Kenneth.L.Gibbs@transport.qld.gov.au
[mailto:Kenneth.L.Gibbs@transport.qld.gov.au]
Sent: Monday, 16 June 2008 10:22 AM
To: Finance Manager
Subject: Management Agreement

Hi Brian,

After Fridays email problems all seems good.

Please find attached a copy of the Management Agreement.

Regards

Ken Gibbs
Regional Advisor
Waterways Management
SEQ South Region
Queensland Transport
Ph: 0755 397379
Mob: 0434 606761
Email: Kenneth.l.gibbs@transport.qld.gov.au

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DMS E-Mail Record

Document ID: E12340 Date Written: 18/07/2008 Author: "Finance Manager" Author Title: Corporate Author:	Inwards E-mail Date Registered: 18/07/2008	Project ID: Author Ref: Related Docs: Related Files:
---	---	---

Subject: Mail Memo - Re: Management Agreement Action Officer: Melissa E Iika Title: Administrative Officer Action Due: 02/08/2008 Action Status: Action Completed Security:	Business Unit: Corporate Support Date Actioned: 22/07/2008
--	---

File ID: 710/00133[4]-Marine Developments Contract Management - Maritime Infrastructure - 508-00-01 Southport Boat Harbour Management & Control Of Buoy Moorings
On File: Yes
Folio No: 6
Copies of Documents Placed onto:

"Finance Manager"
<Finance@southportyachtclub.com.au>

17/07/2008 01:37 PM

To <Kenneth.L.Gibbs@transport.qld.gov.au>
cc
bcc
Subject RE: Management Agreement

Hi Ken
 I just called, sorry I missed.

We have just finished the swing maintenance and I was hoping to discuss getting an updated map to you.

The other point I see I haven't answered is the one about mid term members (3-12 months). Our policy is 12 visits to the club as a bonafide traveller.

We are checking the exact rule with Liquor Licensing but my understanding is as above or up to 3 months. Let me confirm with the authorities.

BD

-----Original Message-----

From: Kenneth.L.Gibbs@transport.qld.gov.au
 [mailto:Kenneth.L.Gibbs@transport.qld.gov.au]
Sent: Wednesday, 18 June 2008 8:30 AM
To: Finance Manager
Subject: RE: Management Agreement

Yes we did receive the letter and we are now appraising it, this will probably include staff from Finance and Legal and Legislation from Brisbane.

There is probably nothing else you can do at this stage unless we have some further questions, such as 'What is the cost of a Gold Membership and would a monthly occupant (3-12 month) get a pro-rata arrangement or have to pay the full amount of the membership?'

Regards

Ken Gibbs
Regional Advisor
Waterways Management
SEQ South Region
Queensland Transport
Ph: 0755 397379
Mob: 0434 606761
Email: Kenneth.l.gibbs@transport.qld.gov.au

"Finance Manager" <Finance@southportyachtclub.com.au>
17/06/2008 05:37 PM

To
<Kenneth.L.Gibbs@transport.qld.gov.au>
cc

Subject
RE: Management Agreement

Thanks
Did you guys get the cheque and letter yet?
I would dearly love to get this off our agenda and put to bed.
Is there something I could do to help?

Kind Regards,
Brian Dawson
Finance & Marine Manager
Southport Yacht Club
D: (07) 5552 6738
Reception: (07) 5591 3500
F: (07) 5571 1849
M: 0413 408 900

-----Original Message-----
From: Kenneth.L.Gibbs@transport.qld.gov.au
[mailto:Kenneth.L.Gibbs@transport.qld.gov.au]
Sent: Monday, 16 June 2008 10:22 AM
To: Finance Manager
Subject: Management Agreement

Hi Brian,

After Fridays email problems all seems good.

Please find attached a copy of the Management Agreement.

Regards

Ken Gibbs
Regional Advisor
Waterways Management
SEQ South Region
Queensland Transport
Ph: 0755 397379
Mob: 0434 606761

Email: Kenneth.l.gibbs@transport.qld.gov.au

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June 2nd 2008

Mr Brian McRae
Manager
Waterways Planning & Infrastructure
South East Region
40-44 Seaworld Drive
MAIN BEACH QLD 4217

Gold Coast Region
RECEIVED
05 JUN 2008
File: 710/133
DMS: P94386
Action Officer/s:
BM/CT

Dear Mr McRae

RE: Southport Yacht Club Inc. Swing Moorings

Further to the meeting held on the 19th May 08 between representatives from both Southport Yacht Club and SEQ Waterways, we would like to propose the following:-

1. Lease Term - Southport Yacht Club would be seeking a five year lease with a further five year option.
2. Classifications of Occupancy - Southport Yacht Club would request 3 categories:
 - Permanent (beyond 12 months)
 - Monthly (Over 3 months and up to 12 months)
 - Casual (up to 3 months)
3. Fees to be charged to these categories - Southport Yacht Club would request fees to be:
 - Permanent \$3100 per year
 - Monthly \$275 per month
 - Casual \$15 per day
 - All subject to normal CPI annual increases
 - All fees should be non-refundable
4. Membership - Southport Yacht Club would require that all swing mooring occupants be a financial Gold Member. Occupants of casual berths are not required to be members as they are permitted into the Club as a bona-fide guest under the Licensed Club Act.
5. Live-a-Board Classification - Southport Yacht Club agrees that no more than 20% of all berths other than casual berths be classified as a Live-a-Board.
6. Amenities Charges - Southport Yacht Club would require that all non-Gold Members be charged an essential service fee of \$33 for the first month or any part thereof and \$33 per month thereafter, subject to increases as required.
7. Management Fee payable to QLD Transport for 2008/9 - Southport Yacht Club would not be able to pay more than the current fee plus 3%, subject to normal CPI annual increases.

Advised by JB
receipting details
8/10/07 - 7/10/08
5/6/08
Copy of
receipt
attached

Page 1



8. Asset Replacement Consideration - Southport Yacht Club would require a consideration be applied to the management fees charged by Qld Transport of 16 % of the annual charge.
9. Periodical Maintenance of the moorings - Southport Yacht Club advises that a professional has been engaged and the work is underway, if not complete by this time.
10. Timing - Southport Yacht Club requests that all conditions of the agreement be established prior to June 30, 2008 so as to be able to advise its members of the situation. Further, that the agreement be in place by October 1, 2008.

Thank you for your consideration to date and hope this goes some way towards formally resolving all issues, however should you require further amendments or confirmation please contact me directly on 5552 6738 or 0413 408 900. We look forward to your favourable consideration of the above.

Kind Regards

A dark, rectangular, heavily inked signature, likely of Brian Dawson, with a small flourish to the right.

Brian Dawson
Finance Manager

Southport Yacht Club Inc
Yachting with the Community since 1946

Tax Invoice / Receipt

Copy

ABN : 13200330520
Page 1 of 1

Southport Yacht Club Inc.
MacArthur Parade
Main Beach QLD 4217

GL Receipt No. **5620177096**

Date 05.06.2008

Issued at Maritime Gold Coast

Operator ID MEILKA

Telephone 55397300

Payment Method Receipt Cheque
Amount **\$36,771.00**

Cheques are accepted subject to clearance.

Apportionment Account	Description	Value(\$)
44504	Mooring Right Fees	33,428.18
	Southport Boat Harbour Fees - 08/10/07-07/10/08	
20125	GST Taxable Supplies	3,342.82
	Total GST Payable	
Total Amount Received (incl GST) :		\$36,771.00 =====

* These items do not attract GST

(GST is a Commonwealth Government imposed tax)



Dear Neale

As discussed with Russell Witt on 16.06.2011, please find attached a Tax Invoice for the Swing Moorings.

Could you please also ensure you forward a copy of the Certificate/s of Currency for insurance (public risk/property damage), naming the Principal as "The State of Queensland acting through the Department of Transport and Main Roads".

Many Thanks

Maritime Safety
Queensland

Queensland Transport

Leesa Deen
A/Manager (Corporate Support)
(07) 5539 7300

Bring up - Cyn

Cyn, FYI Rinn asked me
to raise Invoice for Sport
Yacht Club as they needed
Invoice to pay.

LD
17.6.11

Tax Invoice

Copy

Page 1 of 1

SOUTHPORT YACHT CLUB INC.
SECRETARY/MANAGER
MACARTHUR PARADE
MAIN BEACH QLD 4217
Customer ABN :

Invoice No. 5661124595

Invoice Date 17.06.2011

Reference

Customer No. 2638

Company Code QTWG

Telephone Enquiries 07 55397300

Payment Due Date 17.07.2011

Payment Terms Pay 30 Days from Invoice Date

SWING MOORINGS

Item	GST	Description	\$Value
002		SWING MOORINGS - REFER ATTACHMENT "A"	100,285.66
003		Total GST Payable	10,028.57

Total Amount Payable(incl GST) \$ 110,314.23

* These items do not attract GST

(GST is a Commonwealth Government imposed tax)

Please detach here before sending

Invoice Remittance Advice

Amount Payable \$ 110,314.23

Please detach and forward with your payment to:

Dept of Transport and Main Roads
C/- Shared Service Agency
PO Box 2758
CAIRNS QLD 4870

Office Use Only

Invoice No. 5661124595

Company QTWG

Customer No. 2638

Customer Name SOUTHPORT YACHT CLUB INC.

Due Date 17.07.2011

Date Received ____/____/____

Receipt No. Issued _____

ATTACHMENT "A"

SOUTHPORT BOAT HARBOUR SWINGS MOORINGS

PERIOD 08.10.2008 TO 07.10.2009	-	\$ 36,771.41
PERIOD 08.10.2009 TO 07.10.2010	-	\$ 36,771.41
PERIOD 08.10.2010 TO 07.10.2011	-	\$ 36,771.41
TOTAL PAYABLE (GST INCLUSIVE)	-	\$110,314.23



26 May 2011

Department of
Transport and Main Roads

Mr Neale Hollier
Chief Executive Officer
Southport Yacht Club
1 Macarthur Parade
Main Beach Qld 4217

Dear Mr Hollier

Southport Boat Harbour – Swing Moorings

Further to our discussion on Wednesday, 25 May 2011, outlined below is the outstanding amount payable by the Southport Yacht Club in relation to the management and maintenance agreement for the swing moorings in the Southport Boat Harbour.

Period 08.10.2008 to 07.10.2009	-	\$ 36,771.41
Period 08.10.2009 to 07.10.2010	-	\$ 36,771.41
Period 08.10.2010 to 07.10.2011	-	\$ <u>36,771.41</u>
Total Payable		<u>\$110,314.23</u> (GST Inclusive)

(Upon payment of the above amount, a tax invoice/receipt will be issued)

As discussed, payment of the above amount will cover the agreement through to 7 October 2011, providing us with a timeframe in which to discuss and formalise management arrangements into the future.

In addition, can you please arrange for a copy of the Certificate/s of Currency for insurance (public risk/property damage), naming the Principal as "The State of Queensland acting through the Department of Transport and Main Roads" to be provided to us.

Yours sincerely

Russell Witt
Regional Director (Gold Coast)

Department of Transport and Main Roads
Maritime Safety Queensland
Gold Coast Region
40-44 Seaworld Drive
Main Beach Queensland 4217
PO Box 107 Southport Queensland 4215

Our ref 215/00740
Your ref
Enquiries Russell Witt
Telephone +61 7 5539 7300
Facsimile +61 7 5539 7388
Website www.msq.qld.gov.au

Item

ITEM DETAILS

Item ID:	4621 - SEQS	Item Type:	Email
Date Created:	14/03/2011	Project ID:	
Date Captured:	14/03/2011	Sub Project ID:	
Item Format:	Electronic	Other Reference:	PREVIOUS FILE 710/06087
Circulation:	Internal	Copies Sent To:	
Subject:	Mail Memo - Management of Buoy Moorings - Southport boat harbour site - SYC - 215/00740		
Function Term:	MARINE INFRASTRUCTURE	Activity Term:	BUOY MOORINGS
Container Title:	SOUTHPORT BOAT HARBOUR - MANAGEMENT & CONTROL OF BUOY MOORINGS - 2010/2011	Container ID:	215/00740 [1]

ACTIONS & OWNERSHIP

Author:	Cynthia M Turner	Corporate Author:	
Author Title / Position:	Project Manager (Gold Coast Boating Safety Initiative)	Complaint Classification:	
Business Unit:	Management		
Action Officer:	Annabel G Boxall	Action Required:	Action Completed
		Action Date:	16/03/2011
Home Location:	ON FILE	Last Movement Date:	16/03/2011

SECURITY & ACCESS

Security Classification:	UNCLASSIFIED INFORMATION
Security Access:	Unrestricted

ADDITIONAL INFORMATION

Description / Additional Info:
F3

DOCUMENT CONTENTS

Cynthia M
Turner/cp5/qdot/au
14/03/2011 11:43 AM

To Russell W Witt/cp3/qdot/au@Qdot, John H Bendel/cp3/qdot/au@Qdot
cc Leesa J Deen/SouthEast/qdot/au@Qdot, Brian P McRae/cp5/qdot/au@Qdot
bcc
Subject Management of Buoy Moorings - Southport "boat harbour" site - SYC

Hi John/Russell

Further to discussions with Leesa and her emails in 2009/2010 and my subsequent perusal of the files/financial system, it would appear that a current "Management Agreement" is not in place and

Hi John/Russell

Further to discussions with Leesa and her emails in 2009/2010 and my subsequent perusal of the files/financial system, it would appear that a current "Management Agreement" is not in place and that revenue aligned to this arrangement has not been collected by us since 2008, covering period 08.10.2007 to 07.10.2008 - refer below screen dump from Gateway:

G/L Account Line Item Display

Status: ☒ Posted ☐ Parked ☐ open ☐ Cleared

G/L account no. 44504 Mooring Right Fees
Company Code QTWG

St	Assignment	Doc. no.	BA	Type	Doc. date	PK	Amount in local cur.	LCurr	Tx	Qtr
<input type="checkbox"/>	<input checked="" type="checkbox"/> MOPSSOUTHPORT	5620108951	WSRE	DC	04.11.2003	50	18,000.00-	AUD	S1	
<input type="checkbox"/>	<input checked="" type="checkbox"/> MOPSSOUTHPORT	5620116489	WSRE	DC	10.05.2004	50	18,000.00-	AUD	S1	
<input type="checkbox"/>	<input checked="" type="checkbox"/> MOPSSOUTHPORT	5620125926	WSRE	DC	22.12.2004	50	18,000.00-	AUD	S1	
<input type="checkbox"/>	<input checked="" type="checkbox"/> MOPSSOUTHPORT	5620130374	WSRE	DC	18.04.2005	50	18,000.00-	AUD	S1	
<input type="checkbox"/>	<input checked="" type="checkbox"/> MOPSSOUTHPORT	5620160625	WSRE	DC	27.04.2007	50	36,000.00-	AUD	S1	
<input type="checkbox"/>	<input checked="" type="checkbox"/> MOPSSOUTHPORT	5620160625	WSRE	DC	27.04.2007	50	35,485.45-	AUD	S1	
<input type="checkbox"/>	<input checked="" type="checkbox"/> MOPSSOUTHPORT	5620177096	WSRE	DC	05.06.2008	50	33,428.18-	AUD	S1	
							176,913.63-	AUD		



In that the structures are in place and being used, I would assume that SYC have been and still are recovering their own revenue from mooring holders using these moorings.

Can you please advise what processes you have in place to address this matter and recover the public monies owing (as they are "owned" by TMR) which are attributed to these structures.

I look forward to hearing back from you. Thanks so much.

Kind regards,

Cyndy Turner

Project Manager | Gold Coast Region

Maritime Safety Queensland | Department of Transport and Main Roads

40-44 Seaworld Drive | Main Beach Qld 4217


PO Box 107 | Southport Qld 4215

P: (07) 55397377 | F: (07) 55397388

E: cynthia.m.turner@msq.qld.gov.au

W: www.msq.qld.gov.au

Tomorrow's Queensland: strong, green, smart, healthy and fair – www.towardQ2.qld.gov.au

 Please consider the environment before printing this email

** Start on page 4 @ bottom & read backwards*

From: Mark <mark@southportyachtclub.com.au>
To: Kervco <cadenzask@yahoo.com>
Cc: Brett James <Brett.James@southportyachtclub.com.au>
Sent: Wednesday, August 28, 2013 10:53 AM
Subject: RE: Mr Simon Kerville

Hello Simon,

In relation to your email, 27 August 2013, I have discussed this with Management who agree that your requests are unacceptable. Should you wish to take this further please refer your lawyers to the Club.

Of course, I am more than happy to discuss the matter further if you would like to make an appointment.

Kind Regards,
Mark Riddell
Marina Manager
Southport Yacht Club
1 Macarthur Parade
Main Beach QLD 4216

From: Kervco [mailto:cadenzask@yahoo.com]
Sent: Tuesday, 27 August 2013 2:49 PM
To: Mark
Subject: Re: Mr Simon Kerville

Hi Mark,

What the club should do is repair my boats to the condition they were in before they were hit 5 times due to the chains corroding away.

That is:
repairs done to each side of Cadenza's black paint job (hit by house boat/Espumeru and the Marina)
repairs done to each side of Espumeru's white paint job (channel marker/Cadenza)
repairs done to the fiberglass damage on the scoop of Espumeru (Cadenza smashing it)
Both boats slipped for a visual inspection under the water line.

But if you want to make me an offer, like slipping Cadenza, repainting the black to my standard (sanding/epoxy bog/sanding/undercoat), replacing the stickers and two weeks of hard stand fees to get it done, including wash down and env. fees etc. that could be acceptable. I will take care of slipping the cat ie. repairs or repainting her top sides and fixing the fiberglass damage.

Let me know what you think.

cheers

To Me
Aug 27

Hi Simon,

Friday a public holiday.

Can you let me know what you are expecting to get from the club so I can have a chat to Management.

Kind Regards,

Mark Riddell
Marina Manager
Southport Yacht Club

From: Kervco [mailto:cadenzask@yahoo.com]
Sent: Tuesday, 27 August 2013 12:26 PM
To: Mark
Subject: Re: Mr Simon Kerville

Hi Mark,

I wrote the email below before I spoke to you yesterday, as you probably noticed, I am not happy and taking this matter seriously. I will try and come in for a 'chat' to discuss/resolve this matter, I can probably get off earlier Friday afternoon, hopefully by 4 pm. Let me know if this is convenient, I don't mind if you invite the General Manager/CEO.

Thanks for getting back to me with the quote offering 10% discount.

As I mentioned on the phone, I have a formal quote (see attached) to repaint Cadenza and the price is \$19.5k, that's to the standard she was painted last time she was slipped at SYC (I have found professional painters won't even quote to paint black without spraying it). I am awaiting another couple of quotes. Cadenza was hit once by a house boat who's mooring corroded away and once by the marina, when her mooring corroded away to nothing (and I have photo evidence showing neglect of the mooring chain).

My cat was hit once by the channel marker when it's mooring corroded away to nothing (and I have photos) and once by Cadenza, also when it's mooring corroded away to nothing (again, I have photos). I am yet to get a quote for the cat.

It is unknown what damage either boat sustained below the waterline when they were drifting around the Broadwater. Both vessels should be slipped and inspected.

I am disappointed with the yacht clubs lack of response or interest in this matter when all the damage caused was due to neglect, and not following legislation that requires the moorings to be lifted off the seabed regularly.

I have been informed by Yacht Club staff it was an executive decision by the CEO about 5 years ago to neglect the moorings because MSQ would not renew long term leases to the Club. So for 5 years (approx. \$1mil gross to SYC) my mooring has been neglected, my property damaged and my life endangered (trying to save Cadenza in the Marina during a 40knt storm). I might also inform you that I have worked on Atlantic Salmon ocean pens in the Southern Ocean off Tasmania, that's 80m diameter pens with 25,000 tonnes of fish in them...moored with concrete blocks and chain. You comment to me the floowing day after cadenza ended up in the Marina, 'well this just happens when you live on moorings' is nonsense, the pens I mention above experience 8m swells and 80 knt winds regulary. If the moorings are inspected and maintained properly, they do not break.

Could you please provide me with the yacht clubs insurance details, I have been informed that by law if you are subleasing moorings and require mine, I also have the same right to obtain your insurance details.

I will come in for a chat when we can work out a time but if we can't work something out then I would prefer formal communication via email or mail, I have done the right thing by the club for years and think they should reconsider the offer of 10% discount, which I have had for the 16 years. Mark, you are probably unaware I ran a business around the Marina for at least 6 years, slipped dozens of boats apart from mine and even when I managed MV Flying Fish (a 6.5 mil Super Yacht) more recently (5 years ago), I had the tender (a 40 ft game boat) slipped and painted at SYC, hence I have always received a discount from the club and I actually find this offer an insult.

Regards

Simon

To Me
Aug 27

Hi Simon,

I know Boat Worx are doing prices no one can match even GCCM.

I just want to know what you would like from us.

Kind Regards,

Mark Riddell
Marina Manager
Southport Yacht Club

To Mark
Aug 27
Hi Mark,

FYI

I just received a quote from Boat Works at Coomera, I spoke with Stacey.

Boat Works : For 4 days (Thrs-Mon) Total	= \$550.60
For 14 Days	\$847.80

SYC Quote

From your quote, if I subtract the anti-fouling (as I have never paid that and your cost is nearly twice what it costs me to do 2 coats) and add an extra day, the SYC total is

SYC	For 4 Days	\$625.00
-----	------------	----------

So the Yacht Club with a 10% discount comes in \$75.60 more expensive.

SYC	For 14 days	\$1218.70
-----	-------------	-----------

So the Yacht Club with a 10% discount comes in \$370.90 more expensive.

That does not sound like much of a deal to me.

Boat Works also offer pay 3 weeks get one week free, if you slip the boat on Wed/Thrs you don't pay for the weekend and if you book and pay for 7 days up front you get 7 days free.

So you have told me the Yacht Club will look after me.....how then? because your quote isn't even cheaper than your competitors.

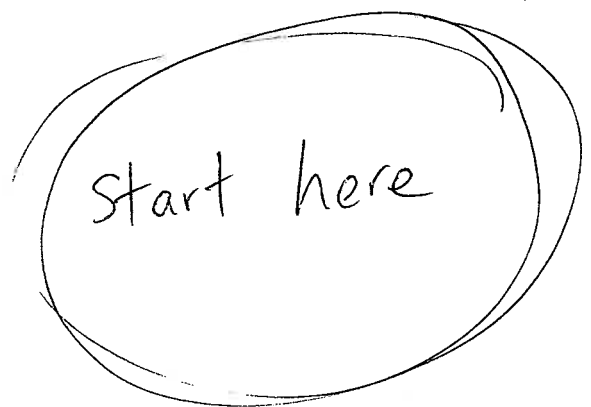
Regards

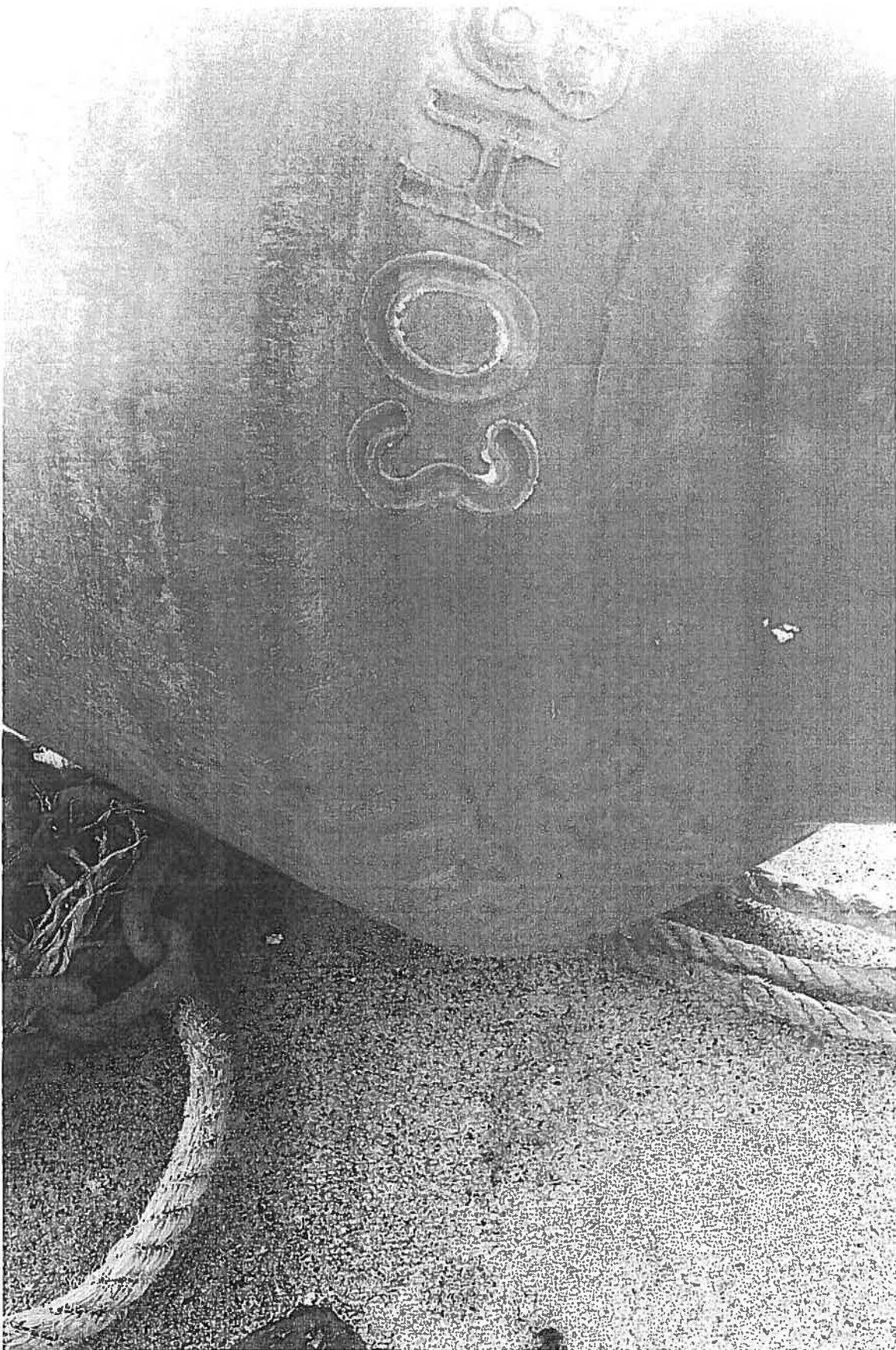
From: Mark <mark@southportyachtclub.com.au>
To: simon@kerville.com
Sent: Wednesday, August 21, 2013 10:00 AM
Subject: Mr Simon Kerville

Hi Simon,

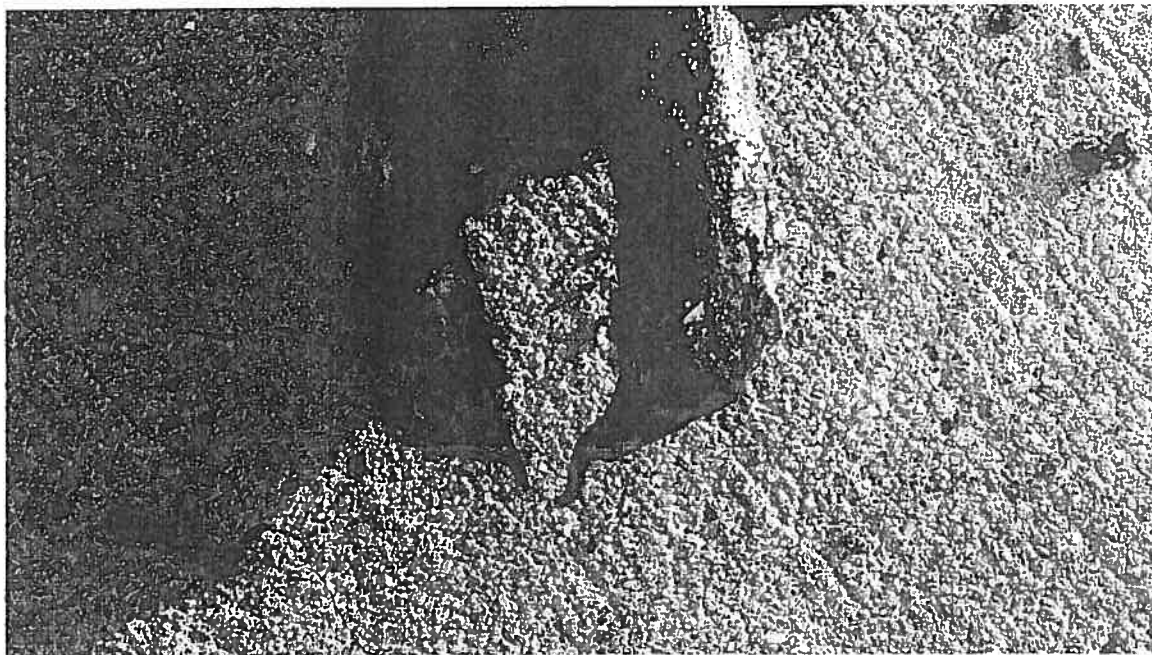
Please see attached quote for Cadenza.

I will have a chat with you we you are here next.



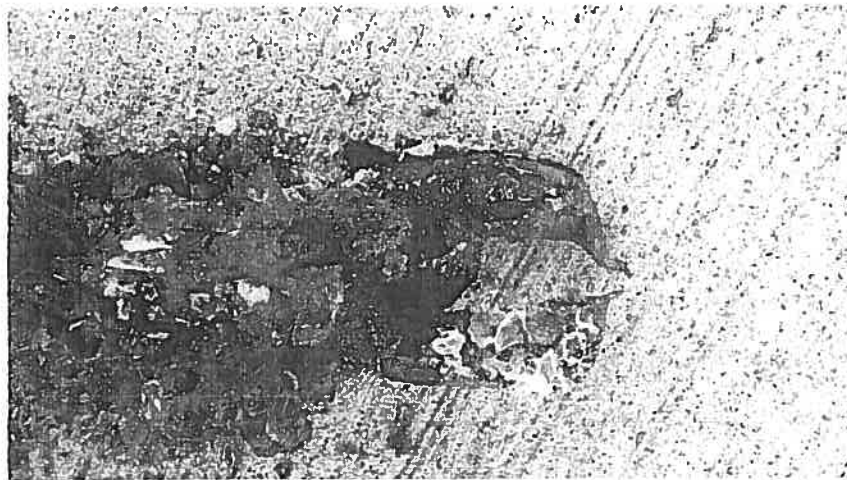


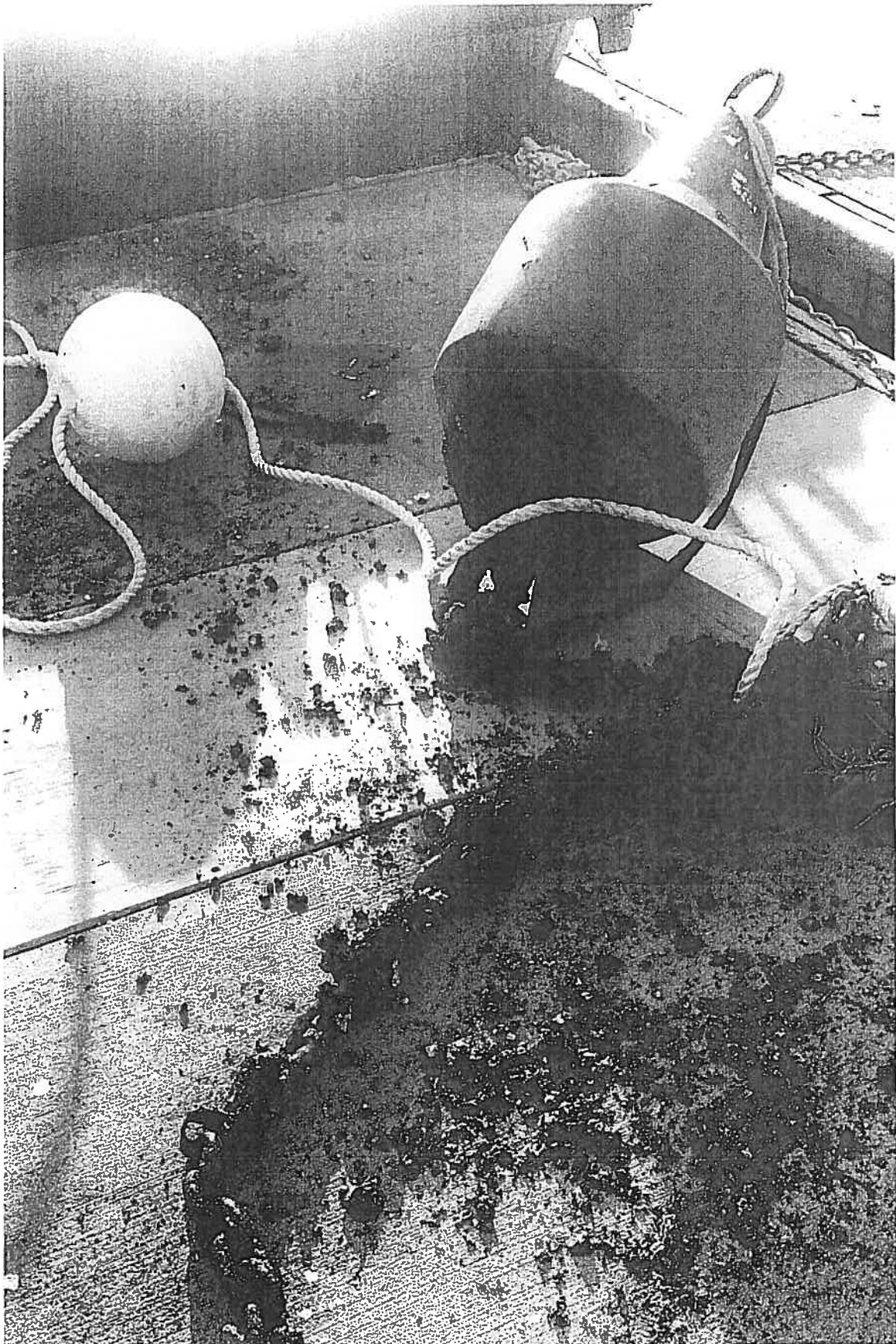


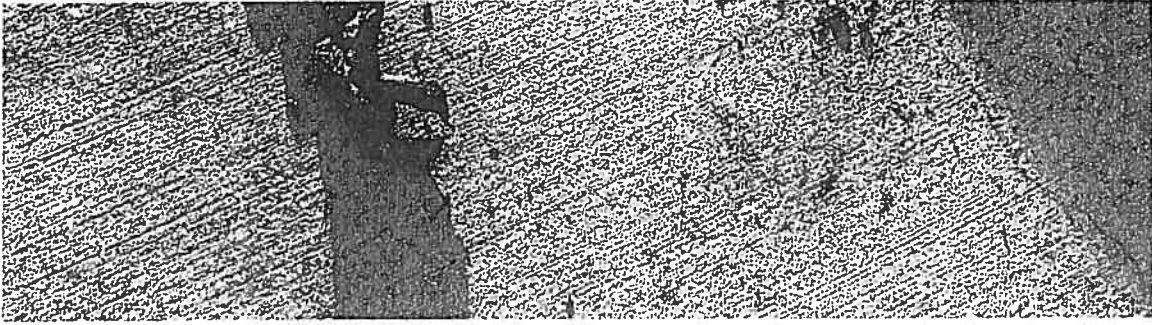












Simon@Kerville.com

To Me
Today at 12:45 PM

0423309973

Simon,

I can't tell you what's happening with the moorings as there is work going on.

You can put your boat on the mooring at your own risk.

Kind Regards,

Mark Riddell
Waterfront Manager
Southport Yacht Club
1 Macarthur Parade
Main Beach QLD 4217
P: (07) 5591 3500
F: (07) 5532 7507

E: marina1@southportyachtclub.com.au
W: www.southportyachtclub.com.au

Griffith UNIVERSITY

Simon Kerville
BSc (MB Zoo)
Marine Biologist
Scientific Officer.

Telephone +61 (0)7 5552 8832
Facsimile +61 (0)7 5552 7785
Mobile 0423 309 973

Griffith School of Environment
Gold Coast campus
Griffith University, Queensland 4222
Australia
s.kerville@griffith.edu.au
www.griffith.edu.au

From: Kervco [mailto:cadenzask@yahoo.com]
Sent: Monday, 4 November 2013 12:23 PM
To: Mark
Subject: Re: FW: Mr Simon Kerville

After I received that email I spoke with you and you said to leave Cadenza until you had sorted out when the mooring would be moved, 3 weeks ago.

What is your point anyway?

I have paid for a mooring and want to put a boat on it or the club to provide an alternative.

If you are unable to provide with my mooring or some alternative please let me know and I will raise the issue with the Waterways Authority.

Regards

From: Mark <mark@southportyachtclub.com.au>;
To: <simon@kerville.com>;
Subject: FW: Mr Simon Kerville
Sent: Mon, Nov 4, 2013 2:13:22 AM

Hi Simon,

Please see below email from the 18th October.

From: Mark
Sent: Friday, 18 October 2013 1:39 PM
To: 'simon@kerville.com';
Cc: Marina1
Subject: Mr Simon Kerville

Hi Simon,

You can put Cadenza back on the mooring when you're ready.

Kind Regards,

Mark Riddell
Waterfront Manager
Southport Yacht Club

Hi Mark,

I don't see any reason why I can't put S.Y. Nono on Swing Mooring #3.

The mooring has been paid for, is out of the way of the channel, in 7 meters of water and according to the latest notice to mariners issued by MSQ (see below) the channel is not going to change until further notice. If the bridge construction company requires the vessel to be moved I will move it as I have done many times with Cadenza.

This statement "You didn't want to put Candenzar on there because the mooring had moved and it's still in the same place." is not true, and not relevant at all. You personally instructed me not to move Cadenza until you advised to do so, and you never did. I couldn't have cared less if it was in the marina or on a mooring.

I believe the Yacht Club has an obligation to move my mooring back to the correct position or if the mooring is in the way of the bridge works, provide me with an alternative location (marina or mooring).

It has now been 9 days where I have not been provided with my mooring or an alternative, could you please give me permission to use my mooring or provide an alternative.

Regards

Southport pilotage area

Locality: Gold Coast Bridge, Nerang River, Southport

Activity: continuation of
bridge works - relocation of
temporary navigation span

Refer to notice: 695 (T) of 2013

Mariners are advised that from
Friday, 25 October 2013 the tempor
ary bridge span for general

navigation will be relocated to Span 6 and will be
marked with floating red, Fl R 2.5s, and green
buoys, Fl G 2.5s. This temporary access channel
will remain in use until further notice.

Mariners are to use caution when transiting this
area and are advised of overhead clearance at
Span 6 of approximately 4.8 metr
es, highest astronomical tide
(HAT) during normal conditions.

All vessels are to transit the work s
ite at minimal speed and create no wash.

On Friday, November 1, 2013 8:32 AM, Mark <mark@southportyachtclub.com.au> wrote:

Hi Simon,

You won't be able to go there at the moment as I can't put a boat there till they move it back.
I will get the boys to check the coordinates today to see how far they have moved it.
You didn't want to put Candenzar on there because the mooring had moved and it's still in
the same place.

Kind Regards,
Mark Riddell
Waterfront Manager

To simon@kerville.com
Sep 24

Hi Simon,

Just a quick one to let you know to leave cadenza in the berth and I'll let you know when we can go back to the mooring.

Kind Regards,

Mark Riddell

Jason Smith

From: Jason Smith
Sent: Wednesday, 28 May 2014 3:33 PM
To: 'Kervco'
Subject: TRIM: RE: GCWA - RTI and Registered Post

HP TRIM Record Number: D/15279

Hi Simon,

The meeting time is up to you however the offer still stands to meet with myself and my CEO at your earliest convenience. I believe that my CEO would welcome the opportunity to chat however, I understand your decision and that ultimately it is up to you.

I will pass this email onto our Manager (Business Services) who is handling the Right to Information request.

Cindy or I will be in contact with you asap.

Kind regards,

Jason Smith
Senior Advisor (Waterways Management)
Gold Coast Waterways Authority

40-44 Seaworld Drive | Main Beach Qld 4217
PO Box 107 | Southport Qld 4215
P: (07) 55397301 | F: (07) 55397355
E : Jason.Smith@gcwa.qld.gov.au

Like us on Facebook www.facebook.com/GoldCoastWaterwaysAuthority to keep up to date with what's happening on the waterways!

From: Kervco [mailto:cadenzak@yahoo.com]
Sent: Wednesday, 28 May 2014 1:20 PM
To: Jason Smith
Cc: Simon Kerville
Subject: Re: GCWA - RTI and Registered Post

Hi Jason,

Thanks for the reply and the call yesterday.

Regarding coming in for a meeting with Mr. Morris and yourself I would like to take you up on that offer but I would like to wait until I have the official answer to my RTI on the lease agreement and hopefully peruse the document/s. Once I have an answer from your Business Manager I will be in contact with you to make an appointment so we can all get together to discuss these matters.

Because of our recent email issues could you please send a brief message so I know you have received this response to your email.

Regards

Simon Kerville
simon@kerville.com
0423 309 973

From: Jason Smith <Jason.Smith@gcwa.qld.gov.au>
To: Kervco <cadenzask@yahoo.com>
Sent: Tuesday, 27 May 2014 3:33 PM
Subject: RE: GCWA - RTI and Registered Post

Hi Simon,

I am extremely sorry that our communication has broken down. We did discuss on the phone last week that I had not in fact received any emails despite your repeated attempts and that your internet was failing you. The last conversation we had was that I would confirm by email that I had received the email. Unfortunately, for whatever reason, I have not received the email(s).

I feel that our communication over the last year has been good.

I would welcome you to come into our office and meet with myself and my CEO, Hal Morris at your earliest to discuss matters of concern.

Again, I am very sorry that you feel let down.

Kind regards,

Jason Smith
Senior Advisor (Waterways Management)
Gold Coast Waterways Authority

40-44 Seaworld Drive | Main Beach Qld 4217
PO Box 107 | Southport Qld 4215
P: (07) 55397301 | F: (07) 55397355
E : Jason.Smith@gcwa.qld.gov.au

Like us on Facebook www.facebook.com/GoldCoastWaterwaysAuthority to keep up to date with what's happening on the waterways!

From: Kervco [<mailto:cadenzask@yahoo.com>]
Sent: Tuesday, 27 May 2014 2:43 PM
To: Jason Smith
Cc: GCWAMail; Simon Kerville; Peter Kerville
Subject: GCWA - RTI and Registered Post

Hi Jason (Smith),

I have sent several emails in the past few weeks and also several some months ago asking how I could get a copy of the lease agreement between the SYC /GCWA and asking for acknowledgements to these emails, to which I have not received a single response or acknowledgement. In these emails I have raised serious issues in regards to SYC management of Swing Moorings and the facilities they are providing. These issues include breaches of state laws in relation to Workplace Health and Safety, SYC's obligation to Duty of Care as well as breaches of Public Health Standards.

When I spoke to you the week before last you said you would read my email and "if you thought it was valid pass it on to management/board", the fact that I have not received a single response to several emails raises the question, am I being ignored? are the issues I have raised being taken seriously? and are the board members/management of GCWA being informed? I have to assume the answer is 'no' and therefore I have submitted a 'Rights To Information' request for the lease agreement (and I will pursue this with the Information Commissioner if required) and from now on I will be sending letters (including copies of all the emails I have sent you previously) via registered mail, to management and/or the Board members.

After I personally gave you half a dozens of photos from chain corroded away to the point where they failed and two of my boats washed away down the Broadwater, did the GCWA see inspection reports that SYC should have regarding the replacement of chain (they are required to lift and inspect the chain periodically, every 18 months and it was not done in over 5 years)? I would expect if a Swing Mooring tenant brought this sort of information to your attention with photographic evidence the GCWA would investigate? Anyway, it appears these questions would be better asked to senior management and the board as I am unable to get a response from you.

I must say I am extremely disappointed with your lack of response, I feel it is quite unprofessional.

Regards

Simon Kerville
simon@kerville.com
0423 309 973

Jason Smith

From: Hal Morris
Sent: Wednesday, 6 August 2014 1:15 PM
To: Jason Smith
Subject: TRIM: Fwd: Waterways Authority/MSQ/SYC lease Agreement 2001- 20014
Attachments: 2014-07-28 18.36.30.jpg; 2014-07-28 18.36.41.jpg; 2014-07-28 18.37.07.jpg; 2014-07-28 18.37.38.jpg

HP TRIM Record Number: D/14848

Hi Jason,
Simon sent me the email below yesterday. I have acknowledged receipt and undertaken to get back to him as soon as possible. This week would be ideal.
I will phone to discuss.
Cheers,

Hal Morris


Begin forwarded message:

From: "Kervco" <cadenzask@yahoo.com>
To: "Hal Morris" <Hal.Morris@gcwa.qld.gov.au>
Cc: "simon@kerville.com" <simon@kerville.com>
Subject: Waterways Authority/MSQ/SYC lease Agreement 2001- 20014

DOC REF: 41028050
5 August, 2014

Dear Mr Morris,

I am contacting you regarding our phone conversation on the 21st of July 2014 approx. 14:00Hrs.

I would like a written confirmation for each of the issues mentioned below, that I have correctly understood you, and that you acknowledge the issues/points I raised during the phone conversation.

1. You told me on the phone that there was no purpose for me to do another RTI for documents in relation to the lease agreement, between the Southport Yacht Club and MSQ/GC Waterways Authority, because ALL the documents you hold have been released to me in my previous RTI application.

Could you please confirm that there are no more such documents, including any amendments to the lease from a financial point of view. Furthermore a confirmation

that your office has never been given any SCUBA diving records for the entire lease agreement or any other records relating to the qualification of staff, disposal of SYC's vessel to maintain moorings or other documents the lease agreement states your office must hold.

2. That you acknowledge from our conversation that the Southport Yacht Club is in breach of multiple clauses of the lease agreement, including but not limited to;

- a.) No recycling for general waste has ever been provided, only for oil
- b.) No 24-hour 'Emergency Vessel recovery' Offered to Swing Mooring tenants, ever
- c.) No camera surveillance providing continual coverage of the swing moorings, ever
- d.) No 24-security for swing mooring tenants, ever
- e.) The details provided by SYC on the 11 July 2001 relating to dingy storage (long term and short term) have never been adhered to; in fact SYC removed the long term dingy storage. Tenants have been threatened by having their (quote) "Swing Mooring privileges terminated" if they leave their tenders in the place nominated by SYC for short term dingy storage
- f.) There are none, and have never been any allocated car park spaces for Swing Mooring tenants
as SYC said they would provide (letter: 11 July 2012)
- g.) Non-commercial SCUBA divers have been employed by SYC and no records whatsoever of diving have been provided to the MSQ/Waterways Authority
- h.) Short-term dingy storage facilities are not sufficient for the number of moorings SYC are leasing, and furthermore they are not up to WH&S standards, as mentioned (and supported with photographic evidence) in this and previous emails.
- i.) SYC wrote to MSQ on 11 September, 2001 stating that the club would charge fees in line with the maximum fees chargeable under the tender document. No additional charges are envisaged. The maximum chargeable fees according to the lease agreement, section 14.1 of the Management and Maintenance of Crown Owned Swing Moorings in the Southport Broadwater, is \$118.8 (inc. GST)/annum/meter totalling \$1425.60 for my vessel (12m) per annum. I have been charged monthly fees by SYC of \$227/month, totalling \$2724/annum, which means I and 69 other SM tenants have been overcharged on these Swing Moorings/Crown Lease of \$1298/annum.

3. During our conversation you said the Waterways Authority was currently in the process of entering into another lease agreement with the Southport Yacht Club for the management of the existing and additional Swing Moorings in the Broadwater.

Could you please confirm this and inform me if another Public Offer will be made in relation to this new lease agreement.

I have attached several photos showing breaches of the lease agreement that many Swing Mooring tenants were displeased about, and complained to SYC about. As recently as last weekend, notices were placed to instruct Swing Mooring tenants that they were not allowed to park their tenders in the place nominated to the Waterways Authority as the short term dingy tie up area in the lease agreement. In order to prevent Swing Mooring tenants from leaving their tenders here, the SYC vessel was moored to obstruct the nominated dingy area. You will also note the sign attached to the wharf stating, "Loading Zone 20min max, SYC members only", this is again, in direct breach of the lease agreement and this sign has been here for several years.

It is where SYC nominated in their lease proposal that dinghies would be permitted to park. These factors clearly show the attitude of SYC towards Swing Mooring tenants. Not only did Swing Mooring tenants have to put up with the inconvenience of having approx. 250 people from the Sydney-Southport yacht race using their facilities (the filthy toilets and showers) nor were they able to tie their dinghies to the area allocated for them, in the lease agreement. Instead of being compensated for the hassles of having to shower and go to the toilet with an extra 250 people, the Swing Mooring tenants were disrupted, excluded from their dinghy tie up and inconvenienced with no alternative provided.

Apparently when complaints were made SYC staff told Swing Mooring tenants to leave their dinghy's in the public park adjacent to the club. There was no alternative provided by the yacht club. This is unacceptable to the Swing Mooring tenants (as some tenders are valued over \$7, 000) and shows a complete lack of consideration to the tenants' rights outlined in the lease agreement. As mentioned in previous emails the dinghy wharf near the hard stand can only hold approx. 20 dinghies, a far cry short of the seventy odd moorings SYC lease.

As your office told me that SYC was informed of my RTI release it is outrageous that SYC is still in breach, and continuing to breach the lease agreement. They are displaying no respect of your lease agreement and are STILL not abiding by it.

There has been no change in what SYC are charging for mooring fees, your office should be insisting they charge the maximum nominated fees from the Public Offer document and insist SYC repays what is owed to the Swing Mooring tenants. If this goes to a class action and is made public it is going to be equally negative PR for the Waterways Authority as it will be for SYC.

I would like to know what the Waterways Authority intends to do about these breaches. As I mentioned on the phone the Crown should be investigating these breaches, fining SYC and recovering the money MSQ /Waterways Authority has allowed SYC to overcharge over the past decade.

Thereby, could I please have written confirmation in regards to ALL the points I have raised above and can you please inform me what the Waterways Authority intends to do about these breaches of the Crown lease agreement. I would like this in writing, not over the phone please.

Below is a drop box link to 120 odd photos taken in the last 6-12 months showing the appalling state of the facilities SYC provides for its swing mooring tenants. The car park is like a war zone, the toilets and showers are disgusting and the wharf and facilities break Workplace Health and Safety Standards due to neglect and lack of maintenance.

When my boats broke free from their chain (see the state of the chain in the photos, a direct breach of SYCs Duty of Care) I was refused access to their insurance company and bullied to take legal action against the club instead of being compensated for the damage caused to my vessels. I raised this with the waterways Authority two years ago, gave you photographic evidence and all the communication between SYC and myself and so far your department has done NOTHING, not even investigate, to my knowledge. Again, breaching the lease agreement. I also

mentioned the diving two years ago and again your department has done NOTHING to investigate.

If you ask me that is not the type of customer that should EVER be given the opportunity to manage a Crown lease again.

As I said to you on the phone a fair non-bias (not like the last lease agreement) Public Offer should be made. I believe the only way to do this is to make council land adjacent to the moorings available so ANYONE can provide the services required to Swing Mooring tenants.

https://www.dropbox.com/sh/u6see9we97dyblo/AABnibzC_TbHh-b_cpy3nOUNa

Regards

Simon Kerville

simon@kerville.com

Simon Kerville
simon@kerville.com

x

x

Cynthia Turner

From: Cynthia Turner
Sent: Wednesday, 13 August 2014 11:43 AM
To: Hal Morris; Troy Byrnes
Cc: Jason Smith; Anthony Walker
Subject: TRIM: INVOICE - SOUTHPORT BOAT HARBOUR SWING MOORINGS

HP TRIM Record Number: D/14993

Hi Hal/Troy

FYI – the invoice for the Southport Boat Harbour Swing Moorings, up to now issued 6 monthly to Southport Yacht Club, is coming due on the 8th October 2014. As payment terms at 30 days, we usually raise this invoice 1 month prior to the due date, being 8th September. The 6 monthly amount which is currently being charged is \$18,845.34 (GST Inclusive), and, currently, it is revenue which is returned to Qld Treasury.

Can you please provide direction on how you want to treat this matter, given the future considerations, and Tony will action invoicing arrangements accordingly. I would like this to be sorted prior to me going on leave (on 04.09.2014) in case there is anything which I need to provide direction on to Tony.

Thanks so much.

Kind regards,

Cyndy Turner
Manager (Business Services)
Gold Coast Waterways Authority

40-44 Seaworld Drive | Main Beach Qld 4217
PO Box 107 | Southport Qld 4215
P: (07) 55397366 | F: (07) 55397355
E : Cynthia.Turner@gcwa.qld.gov.au

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NO TENDER TIE UP

26th to 2nd August

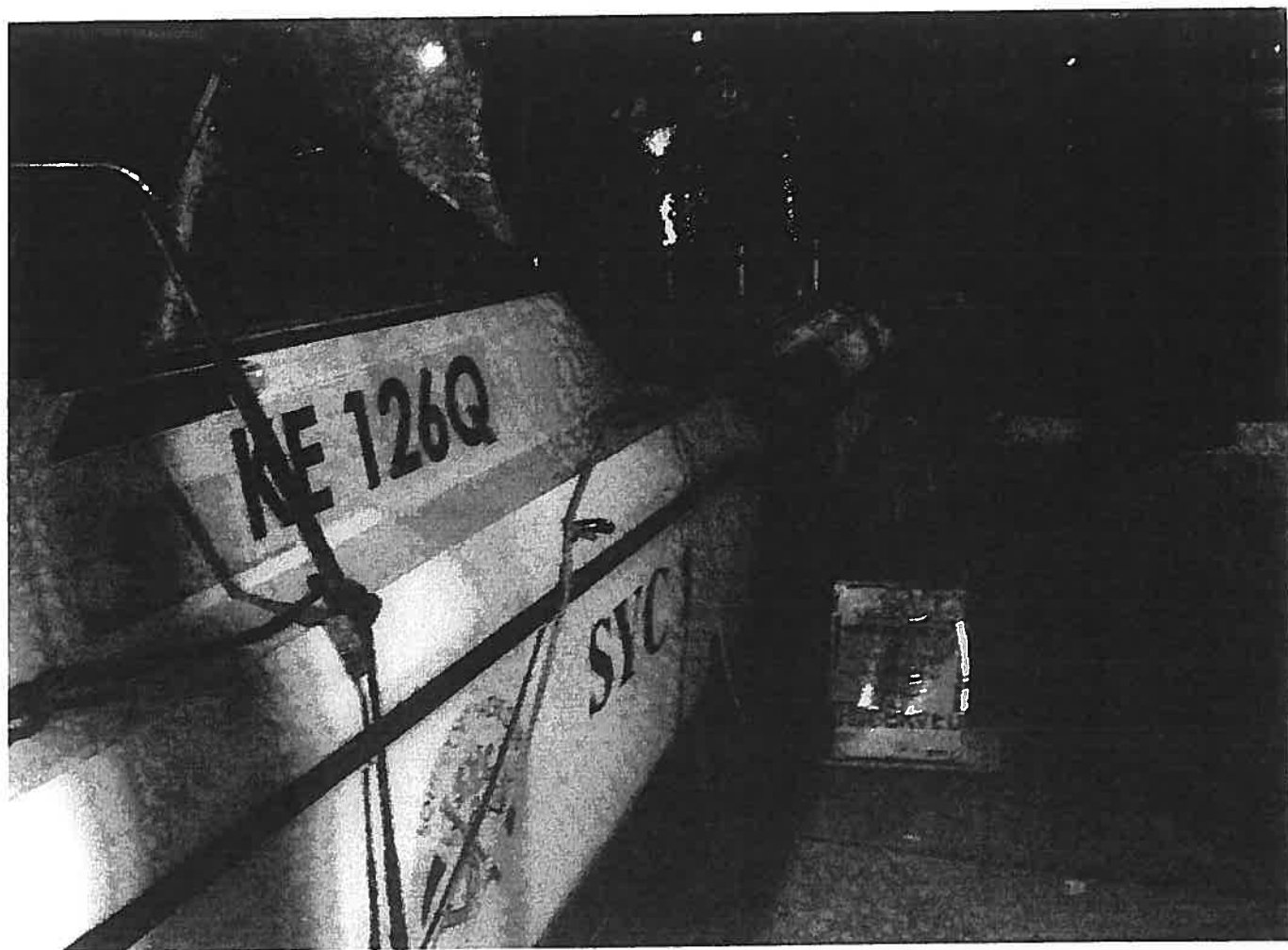
Sydney to Gold Coast Race

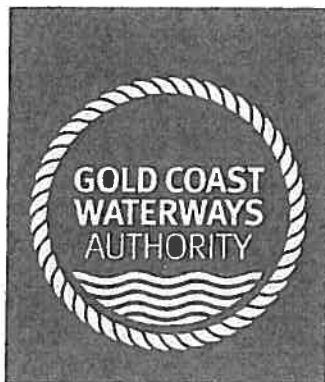
SYC Management

PORT YACHT CLUB

LOADING ZONE

SYC MEMBERS ONLY
15 MINUTES MAXIMUM





18

Our ref 215/140/446
Your ref
Enquiries Jason Smith

17 March 2014

Mr Brett James
General Manager
Southport Yacht Club
MacArthur Parade
Main Beach Qld 4217

Dear Mr James

Southport Boat Harbour – Swing Moorings

As you are aware the Gold Coast Waterways Authority has been established and will now be responsible for the swing moorings in the Southport Boat Harbour. At this stage, the swing moorings in the boat harbour and surrounding areas are under review by the Authority to determine the best practice for their long term management and use.

With your acceptance, the Authority would like to continue the current management and maintenance arrangements with the Southport Yacht Club pending the outcome of the review. An invoice for the period covering 10 April 2014 to 8 October 2014 is enclosed.

If you have any enquiries please contact Jason Smith on 5539 7350.

Yours sincerely

A black rectangular box redacting the signature of Hal Morris.

Hal Morris
Chief Executive Officer



TAX INVOICE

Gold Coast Waterways Authority

A.B.N. 31 675 234 044
40-44 Seaworld Drive
Main Beach QLD 4217
Ph: (07) 5539 7350 Fax: (07) 5539 7355

Customer: SOUTHPORT YACHT CLUB INC.
SECRETARY/MANAGER
MACARTHUR PARADE
MAIN BEACH QLD 4217

Invoice No: **I0000268**

Date: 19/03/2014

Debtor ID: AR000020

Due Date: 18/04/2014

Account Queries To:

Ph: (07) 5539 7350 Fax: (07) 5539 7355 Email: mail@gcwa.qld.gov.au

Page : 1 of 1

Item	Units	Rate	Exclusive GST	GST	Amount
NA SWING MOORING FEES 10.04.2014 TO 08.10.2014	1.00	18,845.34	17,132.13	1,713.21	18,845.34
		Total Due:	\$17,132.13	\$1,713.21	\$18,845.34

* GST is a Commonwealth Government Tax

Please detach and return with payment:

Customer Name: SOUTHPORT YACHT CLUB INC.

Account No: AR000020

Payments may be made by:

Invoice No: I0000268

(i) Cheque made payable to: Gold Coast Waterways Authority
and mail to: PO Box 107, Southport QLD 4215

Date: 19/03/2014

(ii) EFT to Commonwealth Bank BSB 064-013 Account 10041948 Reference: I0000268
with remittance advice faxed to (07) 5539 7355 or emailed to mail@gcwa.qld.gov.au

Exclusive GST: \$17,132.13

GST: \$1,713.21

Amount: \$18,845.34

Due Date for Payment: 18/04/2014

(III) Credit Card



Card No	<input type="text"/>	Expiry	<input type="text"/>
Cardholder Name	<input type="text"/>		
Signature	<input type="text"/>		
Amount	<input type="text"/>		

Please attach remittance advice





Gold Coast Waterways Authority

CUSTOMER TAX INVOICE REQUEST

(Please attach supporting documentation)

Customer account number (if known)		AR000020			
Customer Name		SOUTHPORT YACHT CLUB			
Address		MACARTHUR PARADE			
City	MAIN BEACH	State:	Q	Postcode	4217
Telephone		Fax			
Email Address					

Mandatory Requirement: FAX NUMBER OR EMAIL ADDRESS MUST BE PROVIDED

Mark invoice ATTENTION to:	
Order no./Correspondence Ref:	

Details	Tax Code	Cost Centre	Analysis Code	Account	Amount including GST
SWING MOORING FEES	C	404400	00000	432002	18,845.34
10.04.2014 TO 08.10.2014					

Tax Code Legend:
C – Taxable Supply
Z – GST Free
NA – Not Applicable

PLEASE RETURN ORIGINAL INVOICE TO AUTHORISING OFFICER:

☒ YES

☐ NO

Total amount inclusive of GST \$ 18,845.34

Preparing Officer

Print Name

LEESA DEEN

Signature

Contact phone number

55397350

Date

17 / 3 / 14

Authorising Officer

Print Name

CYNTHIA TURNER

Signature

Contact phone number

55397350

Date

17 / 3 / 14

To be completed by Finance only

Invoice No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Date Issued:

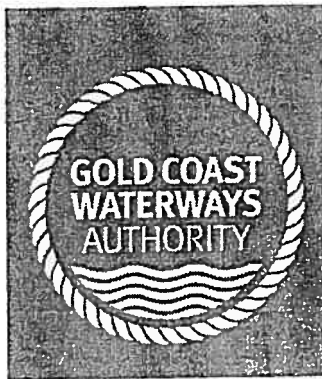
/	/
---	---

Entered by:

--

Batch No.

--



Our ref 215/140/446
Your ref
Enquiries Jason Smith

17 March 2014

Mr Brett James
General Manager
Southport Yacht Club
MacArthur Parade
Main Beach Qld 4217

Dear Mr James

Southport Boat Harbour – Swing Moorings

As you are aware the Gold Coast Waterways Authority has been established and will now be responsible for the swing moorings in the Southport Boat Harbour. At this stage, the swing moorings in the boat harbour and surrounding areas are under review by the Authority to determine the best practice for their long term management and use.

With your acceptance, the Authority would like to continue the current management and maintenance arrangements with the Southport Yacht Club pending the outcome of the review. An invoice for the period covering 10 April 2014 to 8 October 2014 is enclosed.

If you have any enquiries please contact Jason Smith on 5539 7350.

Yours sincerely

Hal Morris
Chief Executive Officer



Queensland
Government

Our ref 215/140/446
Your ref
Enquiries John Bendel

Gold Coast Waterways Authority

29 July 2013

Mr Brett James
General Manager
Southport Yacht Club
MacArthur Parade
Main Beach Q 4217

Dear Mr Hollier

Southport Boat Harbour – Swing Moorings

As you are aware the Gold Coast Waterways Authority has been established and will now be responsible for the swing moorings in the Southport Boat Harbour. At this stage, the swing moorings in the boat harbour and surrounding areas are under review by the new Authority to determine the best practice for their long term management and use.

With your acceptance the Authority would like to continue the current management and maintenance arrangements with the Southport Yacht Club pending the outcome of the review. An invoice for the period covering 8 April 2013 to 8 October 2013 is enclosed.

If you have any enquiries please contact John Bendel on 5539 7350

Yours sincerely

Hal Morris
Chief Executive Officer

Enc (1)

COPY



Gold Coast Waterways Authority

Ph: (07) 5539 7350 Fax: (07) 5539 7355

Invoice No: 10000125

Date: 30/07/2013

Debtor ID: AR000020

Due Date: 29/08/2013

Account Queries To:

Ph: (07) 5539 7350 Fax: (07) 5539 7355 Email: mail@gcwa.qld.gov.au

Page : 1 of 1

Item		Units	Rate	Exclusive GST	GST	Amount
NA	Swing Mooring Fees 08/04/2013 to 08/10/2013	1.00	18,385.70	16,714.27	1,671.43	18,385.70
Total Due:				\$16,714.27	\$1,671.43	\$18,385.70

* GST is a Commonwealth Government Tax

Please detach and return with payment:

Customer Name: SOUTHPORT YACHT CLUB INC.

Account No: AR000020

Payments may be made by:

Invoice No: 10000125

(i) Cheque made payable to: Gold Coast Waterways Authority
and mail to: PO Box 107 , Southport QLD 4215

Date: 30/07/2013

(ii) EFT to Commonwealth Bank BSB 064-013 Account 10041948 Reference: 10000125
with remittance advice faxed to (07) 5539 7355 or emailed to mail@gcwa.qld.gov.au

Exclusive GST: \$16,714.27

GST: \$1,671.43

Amount: \$18,385.70

Due Date for Payment: 29/08/2013

(III) Credit Card



Visa	<input type="checkbox"/>	Mastercard	<input type="checkbox"/>
Card No.			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Cardholder Name _____		Expiry <input type="text"/> / <input type="text"/>	
Signature _____		Amount _____	

Please attach remittance advice.



Queensland
Government

7

20 April 2012

Mr Neale Hollier
Chief Executive Officer
Southport Yacht Club
1 Macarthur Parade
Main Beach Qld 4217

Dear Neale

Southport Boat Harbour – Swing Moorings

I refer to our discussion in January this year regarding a revised management arrangement for the swing moorings.

As I am sure you are aware the newly elected State Government has committed to a new Gold Coast Waterways Authority.

Arrangements for management of the Gold Coast waterways and associated infrastructure including the swing moorings are currently being reviewed in the context of this commitment.

As discussed with Erin McMaster of your office, the Department would like to continue with the current management and maintenance agreement pending the development of the new management arrangements and invoice the Southport Yacht Club for the amount payable to the Department for the swing moorings. The invoice will cover the period from 08/04/2012 to 07/10/2012 and is for the amount of \$18,385.70.

If you have any enquiries please contact John Bendel on 55 397 380.

Yours sincerely



Greg Turner
Acting Regional Director
MSQ Gold Coast Region

Department of Transport and Main Roads
Maritime Safety Queensland
Gold Coast Region
40-44 Seaworld Drive
Main Beach Queensland 4217
PO Box 107 Southport Queensland 4215

Our ref 215/00740
Your ref
Enquiries John Bendel
Telephone +61 7 55397380
Facsimile +61 7 55397388
Website www.msq.qld.gov.au

JB

Please advise what you would like to do - this payment term is to expire 7/10/12. Maybe another 3 months to put it thro to GCWA timing + they may wish to address? Please advise me/LD if invoice is required to be raised - CT 6/9/12.

Tax Invoice

Copy

Page 1 of 1

SOUTHPORT YACHT CLUB INC.
SECRETARY/MANAGER
MACARTHUR PARADE
MAIN BEACH QLD 4217
Customer ABN :

Invoice No. 6660014188
Invoice Date 26.04.2012
Reference
Customer No. 18290
Company Code MRWG
Telephone Enquiries 07 55397300

Payment Due Date 26.05.2012

Payment Terms External Pay Due Net30 Days

SWING MOORINGS

Item	GST	Description	\$Value
002		SWING MOORINGS FEES - 08.04.12 TO 07.10.12	16,714.27
003		Total GST Payable	1,671.43

Total Amount Payable(incl GST) \$ 18,385.70

* These items do not attract GST

(GST is a Commonwealth Government imposed tax)

Please detach here before sending

Invoice Remittance Advice

Amount Payable \$ 18,385.70

Please detach and forward with your payment to:

Dept of Transport and Main Roads
C/- Shared Service Agency
PO Box 2758
CAIRNS QLD 4870

Office Use Only

Invoice No. 6660014188
Company MRWG
Customer No. 18290
Customer Name SOUTHPORT YACHT CLUB INC.
Due Date 26.05.2012
Date Received ____/____/____
Receipt No. Issued _____



Yachting with the Community since 1946

03 April 2012

John Bendel
Department of Transport and Main Roads
PO Box 107
Southport QLD 4215

Gold Coast Region
RECEIVED

10 APR 2012

☐ Mail ☐ Air

File: 215/1035

DMS: P20458

Action Officer/s:

KG

Dear Mr. Bendel,

Southport Yacht Club Inc. wish to advise you that the swing mooring maintenance has now been completed and signed off.

Should you have any questions please don't hesitate to contact me.

Yours sincerely,

Neale Hollier
CEO



Southport Yacht Club Inc., Macarthur Parade, MAIN BEACH QLD 4217

Phone: 07 5591 3500 Fax: 07 5532 7507

ABN: 98 569 906 907

Email: assistant@southportyachtclub.com.au

Web: www.southportyachtclub.com.au

28 March 2012

Mr Neale Hollier
Chief Executive Officer
Southport Yacht Club
1 MacArthur Parade
Main Beach Qld 4217

~~Attention Mr Eden Crooks~~

*changed on
original*

Dear Mr ~~Crooks~~ Hollier

Maritime Safety Queensland (MSQ) has recently been in consultation with The Rapid Transit project planning team. We are advised that construction of the Light Rail Bridge is due to commence in May 2012 with an eastern pedestrian bridge following later in the year.

The construction site will initially be established via a temporary jetty in the vicinity of the public boat ramp at Proud Park. Two 48m floating work platforms will be positioned around the existing bridge as necessary to facilitate construction. The Rapid Transit planning team have identified that approximately four buoy moorings closest to the Sundale Bridge on the Northern side will impede the safe operation, manoeuvring and anchoring of the barges. A further two buoy moorings closest to the bridge on the Southern side may require relocation.

It is anticipated that this will not be required until later in the year.

In the interests of marine safety, Maritime Safety Queensland seeks your cooperation to relocate these buoy moorings to a more suitable location. Notice will be provided to your nominated representative regarding the request to relocate the moorings when advice is received from the Planning team.

Please confer with MSQ on appropriate relocation sites prior to moving any apparatus.

Should you have any queries, please contact Jason Smith on the details below.

Yours sincerely



Patrick Quirk
General Manager

Department of Transport and Main Roads
Gold Coast Region
40-44 Seaworld Drive
Main Beach QLD, 4217
PO Box 107
Southport QLD, 4215

Our ref 215/01013
Your ref
Enquiries Jason Smith
Telephone +61 7 5539 7300
Facsimile +61 7 5539 7388
Website www.msq.qld.gov.au
Email www.msq.qld.gov.au

14 February 2012

Mr Neale Hollier
Chief Executive Officer
Southport Yacht Club
1 Macarthur Parade
Main Beach Qld 4217

Dear Mr Hollier

Southport Boat Harbour – Swing Moorings

Further to your recent discussion with John Bendel, arrangements for the future management of the swing moorings in the Southport Boat Harbour are being progressed.

Pending finalisation of this process, please find attached a Tax Invoice for the amount of \$18,385.70 covering the 6 month period 8 October 2011 to 7 April 2012. It is anticipated that the nature of the future management arrangements may be finalised within this timeframe, however, if not, further invoice terms will be subsequently reviewed.

In addition, can you please arrange for a copy of the Certificate/s of Currency for insurance (public risk/property damage), naming the Principal as "The State of Queensland acting through the Department of Transport and Main Roads" to be provided to us.

If you have any enquiries, please contact John Bendel or myself.

Yours sincerely



Russell Witt
Regional Director (Gold Coast)

Department of Transport and Main Roads
Maritime Safety Queensland
Gold Coast Region
40-44 Seaworld Drive
Main Beach Queensland 4217
PO Box 107 Southport Queensland 4215

Our ref 215/01035
Your ref
Enquiries Russell Witt
Telephone +61 7 5539 7300
Facsimile +61 7 5539 7388
Website www.msq.qld.gov.au



Tax Invoice

Copy

Page 1 of 1

SOUTHPORT YACHT CLUB INC.
SECRETARY/MANAGER
MACARTHUR PARADE
MAIN BEACH QLD 4217
Customer ABN :

Invoice No. 5661192314

Invoice Date 14.02.2012

Reference

Customer No. 2638

Company Code QTWG

Telephone Enquiries 07 55397300

Payment Due Date 15.03.2012

Payment Terms Pay 30 Days from Invoice Date

SWING MOORINGS

Item	GST Description	\$Value
002	SWING MOORINGS FEES - 08.10.11 TO 07.04.12	16,714.27
003	Total GST Payable	1,671.43

Total Amount Payable(incl GST) \$ 18,385.70

* These items do not attract GST

(GST is a Commonwealth Government imposed tax)

Please detach here before sending

Invoice Remittance Advice

Amount Payable \$ 18,385.70

Please detach and forward with your payment to:

Dept of Transport and Main Roads
C/- Shared Service Agency
PO Box 2758
CAIRNS QLD 4870


Office Use Only

Invoice No. 5661192314
Company QTWG
Customer No. 2638
Customer Name SOUTHPORT YACHT CLUB INC.
Due Date 15.03.2012
Date Received ____/____/____
Receipt No. Issued _____

E: john.h.bendel@msq.qld.gov.au

W: www.tmr.qld.gov.au

Tomorrow's Queensland: strong, green, smart, healthy and fair – www.towardQ2.qld.gov.au

 Please consider the environment before printing this email

----- Forwarded by John H Bendel/cp3/qdot/au on 16/05/2012 11:50 AM -----

Southport Yacht Club Swing Mooring Rates

Marina1 to: john.h.bendel

30/04/2012 03:06 PM

Cc: "Neale Hollier"

From: "Marina1" <Marina1@southportyachtclub.com.au>

To: <john.h.bendel@msq.qld.gov.au>

Cc: "Neale Hollier" <ceo@southportyachtclub.com.au>

Hello John

Neale Hollier asked if I could email you in regards to the last increase in the Swing Mooring rates here at the Yacht Club.

The last increase was in 2007.

The rates went from

\$220 per month for all moorings to

\$227 per month for 12m and under

\$19 per meter per month for over 12m.

Have a great afternoon.

Kind Regards,

Jodie Wright

Marina Office

Southport Yacht Club

P: (07) 5591 8577 F: (07) 5532 7507

E: marina1@southportyachtclub.com.au

W: www.southportyachtclub.com.au



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Item

ITEM DETAILS

Item ID:	21963 - SEQS	Item Type:	Email
Date Created:	30/04/2012	Project ID:	
Date Captured:	16/05/2012	Sub Project ID:	
Item Format:	Electronic	Other Reference:	PREVIOUS FILE 215/00740
Circulation:	Internal	Copies Sent To:	
Subject:	Mail Memo - Southport Yacht Club Swing Mooring Rates		
Function Term:	MARINE INFRASTRUCTURE	Activity Term:	BUOY MOORINGS
Container Title:	SOUTHPORT BOAT HARBOUR MANAGEMENT & CONTROL OF BUOY MOORINGS 2011/2012 (FIN YEAR)	Container ID:	215/01035 [1]

ACTIONS & OWNERSHIP

Author:	"Marina1"	Corporate Author:	
Author Title / Position:		Complaint Classification:	
Business Unit:			
Action Officer:			
Home Location:	ON FILE	Last Movement Date:	16/05/2012

SECURITY & ACCESS

Security Classification:	UNCLASSIFIED INFORMATION		
Security Access:	Unrestricted		

ADDITIONAL INFORMATION

Description / Additional Info:		
F8		

DOCUMENT CONTENTS

Fw: Southport Yacht Club Swing Mooring Rates

John H Bendel to:

16/05/2012 11:50 AM

[Hide Details](#)

From: John H Bendel/cp3/qdot/au

To:

Kind regards,

John Bendel

Manager (Marine Infrastructure) | Gold Coast Region

Maritime Safety Queensland | Department of Transport and Main Roads

40-44 Seaworld Drive | Main Beach Qld 4217

PO Box 107 | Southport Qld 4215

P: (07) 55397380 | F: (07) 55397388

M: 0408838285