

MARINA OWNERS LIMITED
Trading as KAWANA WATERS MARINA

POLICY MANUAL (Updated April 2023)

This Policy provides direction to the Company's (Marina) business strategy, objectives, operations and supports a framework for decision-making and risk management.

Policy statements or settings are the business rules that govern operations. They are set by the Board of Directors. Compliance with Policy statements is not discretionary unless the use of discretion is specifically stated in the Policy.

Policy statements are not to be confused with administrative and operational procedures and practices. Such procedures and practices are acted upon by Management and staff with minimal, if any, input by the Board of Directors.

TABLE OF CONTENTS

1. ORGANISATIONAL

1.1 STATEMENT OF PURPOSE

At all times the Board, Management and staff will promote, reinforce and support the overriding positioning and purpose of Kawana Waters Marina.

That purpose consists not only of providing a modern, reputable, well maintained marina but the attendant administration of members' interests (including those in the freehold and leasehold property at the Marina) which the company administers, the sale of berths and generally the whole of the company business and operations.

In delivering on this purpose, the Marina will reflect the ethos of mutual principles. Recognition of social and community responsibilities and commitment to integrity and ethical behaviour will govern the Marina's practices and activities.

1.2 GOVERNING RULES AND REGULATIONS

1.2.1 Marina Owners Limited trading as Kawana Waters Marina (The Marina) endorses the philosophy and principles of good corporate governance and acting in the best interests of members and the community. In particular it will endeavour to:

- act ethically with honesty and integrity
- act lawfully and within the spirit of the law
- act within the spirit of natural justice and equity.

1.2.2 The Marina is governed by relevant legislation, statutes, codes, regulations, rules and by-laws as amended including but not limited to:

- Land Act

- Corporations Act 2001
- Trade Practices Act
- Fair Trading Act
- Privacy Act

1.2.3 Nothing will be set down in Policy that is known to be in conflict with government legislation or the Company's Constitution. Where a conflict inadvertently arises Policy will not take precedence over law or the Constitution.

1.3 AUTHORITIES

Members vest authority in the Board to attend to the operations of the Marina. The Board has the discretion to delegate to the Marina Manager or others as determined by Policy from time to time.

1.3.1 Bank – the Chairman and Company Secretary and nominated directors may operate such accounts.

Authorisation is given to the Marina Manager to maintain and operate such accounts and obtain such banking services as deemed necessary.

1.3.2 The legal firm My Legal is the official corporate attorney for the Marina. This policy however recognises the use of other law firms in specific areas as required and deemed necessary.

1.3.3 The accounting firm KMK Partners are the official accountants for the Marina. As such the firm has direct access to all financial records, databases and such areas deemed necessary.

1.3.4 The Marina Manager may utilise and invest funds not immediately required for operations but only on the direct instruction of the Board.

1.3.5 The Marina Manager is authorised to expend monies up to the value of \$10,000 per transaction in the normal operation of the Marina excepting capital items as determined by capital expenditure policy.

1.3.6 The Manager is authorised to extend credit not exceeding 7 days to owners and tenants in matters of urgency however such rare occasions will be reported to the Board within the Manager's 'aged arrears' report.

1.3.7 The execution of documents demonstrates the Marina's agreement to a transaction. Such execution may be completed under common seal requiring Company Secretary and one (1) director's signatures, by attorney acting under a duly registered power of attorney or by authorised delegated officers.

All documents signed under company seal must be recorded in the seal register.

1.4 PROFESSIONAL CONDUCT

1.4.1 The directors, Management and staff by the acceptance of their respective positions have assumed fiduciary, legal and moral responsibilities that cannot be delegated.

1.4.2 In dealing with colleagues, the following practices will be considered to be in conflict with sound standards of professional conduct:

- Nepotism
- Preferential financial practices
- Conflicts of interest
- Personal privilege or gain
- Fraternalising

- Harassment and bullying
- Political support in director election

1.5 HOURS OF BUSINESS

- 1.5.1 Trading hours will be from 9.00am to 3.00pm Monday to Friday inclusive.
- 1.5.2 Staff hours will be 8.30am to 3.00pm Monday to Friday.
- 1.5.3 Statutory holidays will be observed as gazetted each year by the State Government.
- 1.5.4 After hours coverage required for dock operations will be covered by the Marina Manager or Night Manager.

2. DIRECTORS

2.1 LEGAL AND ETHICAL RESPONSIBILITIES

In exercising the responsibility invested in the Board by members it is the responsibility of each director to be aware of and be governed by the legal and ethical requirements associated with the role. Directors will abide by the following:

- establishing an overall strategic direction
- establishing business goals and objectives
- determining policy
- maintaining competent management standards
- measuring performance
- reporting to members
- ensuring ongoing financial viability
- fulfilling requirements of legislation, regulation and the Marina Constitution
- adhering to principles of Board solidarity and confidentiality
- declaring potential or actual conflicts of interest

2.1.1 Directors will operate collaboratively with all stakeholders and conduct relationships with Management and staff based on mutual respect.

2.2 ELECTIONS AND TERM CYCLES

- 2.2.1 Directors terms are defined in clause 22.1, 22.3 and 22.9 of the Constitution. Directors may offer themselves for re-election on the occasion of the expiry of their term at the AGM.
- 2.2.2 Members nominating for the Board will contact the Company Secretary to seek information and guidance with the process.

2.3 STAFF RELATIONS

- 2.3.1 Should directors wish to approach staff on any Marina matter other than the normal business as a member they must do so through the Marina Manager.
- 2.3.2 Should directors have specific questions of staff, demanding in terms of research and detail and cannot wait for a scheduled Board meeting, such questions should be directed to the Marina Manager.
- 2.3.3 Should the services of a particular director be required in dealing with a member, tenant or any matter, this should only occur at the request of the Marina Manager.

2.4 BOARD MEETINGS

- 2.4.1 Regular Board meetings will be held each calendar month on a day and start time determined by the Board with a duration of two (2) hours unless the meeting resolves an extension.
- 2.4.2 The Company Secretary in association with the Chair will be responsible for formatting each meeting's agenda and associated papers and minuting and circulating minutes.
- 2.4.3 Agenda format
- Apologies
 - Confirmation of Minutes
 - Business arising and Action Sheet
 - Urgent Business
 - Management Report
 - Major Projects
 - Correspondence
 - Other Business
 - Future Meeting Dates
 - Close
- 2.4.4 Any proposal for Board consideration will be submitted in writing in sufficient time for directors to seek further information and reflection time prior to the meeting. A standard format for such papers will be available from the Company Secretary.
- 2.4.5 Standing orders for the conduct of meetings will be relaxed but the Chair may on occasion invoke standing orders in accordance with Renton's Meeting Guide or similar.

2.5 PLANNING

- 2.5.1 The Board of Directors will convene a special session annually for planning purposes.
- 2.5.2 The session will occur in approximately March/April in order that any plans or projects can be taken up in the Marina budget preparation in June.
- 2.5.3 The session will be attended by directors, Management and selected staff and, if considered necessary, facilitated by an appropriate professional.

2.6 CONFLICTS OF INTEREST

- 2.6.1 A conflict of interest shall be that which arises from any matter other than that which arises from being a member of the Company by owning a berth(s) and utilising the Marina facilities in the normal manner.
- 2.6.2 A director who is a building tenant and/or utilises live-a-board facilities may be considered to have a conflict on specific issues.
- 2.6.3 A director must declare any conflict or potential conflict as soon as it arises with such declaration recorded in the Board minutes of the meeting at which it is made. The meeting will decide if the conflict is reportable to ASIC in accordance with legislation.

2.7 REMUNERATION

- 2.7.1 Director remuneration is determined by members in General Meeting.
- 2.7.2 Reasonable costs and expenses incurred in the performance of director duties will be reimbursed only with the express approval of the Chair.

2.8 DIRECTOR PROTECTION

- 2.8.1 The Marina will provide directors with Director Insurance to mitigate the risk of legal liability brought against directors arising out of their exercise of powers and discharge of duties in accordance with standards of care required by the Constitution, policy and relevant legislation.
- 2.8.2 A director seeking legal advice as an individual director will utilise a lawyer other than the company lawyers. The director will provide the Chair with the reasons for seeking such advice and gain the Chair's approval before proceeding. Reasonable costs will be met by the Marina.

3. REPORTING

3.1 MEMBER REPORTS

- 3.1.1 The Board will report annually to members as determined in the Constitution and required in law as a public company limited by guarantee. The AGM will be held in November of each year or any month prior as determined by the Board.
- 3.1.2 The Board may issue a newsletter/bulletin to members monthly by email, notice board and website.

3.2 MANAGEMENT REPORTS

Management will report monthly to the Board on all aspects of the financial position and operations of the Marina. The report will include but not be exclusive to the following:

- Financial trading results expressed as actuals against budget, YTD and previous YTD year together with explanations on serious variations (+/- 10%)
- Cashflow position and projections
- Ratios reflecting key indicators
- Treasury position
- Capital funding requests
- Aged Receivables (XERO) and Overdue Debtors (MARINA FOCUS)
- Marketing
- Dock operations
- Land operations
- Critical dates
- Correspondence of a significant or material nature

3.3 EXTERNAL AUDITS

At each AGM members will be asked to appoint external auditors. The members in general meeting may appoint or not appoint auditors for the ensuing financial year. The Board will seek tenders and sign-off arrangements for any audit so approved by members.

3.4 INTERNAL INSPECTIONS

The Board may at its discretion demand an internal inspection/audit of all aspects of the Marina operations. Given limited resources, such an inspection may be outsourced to a relevant person/firm.

4. FINANCE & ADMINISTRATION

4.1 **COMPUTERISED SYSTEMS**

- 4.1.1 Server Administration - Marina servers will be password protected to ensure that unauthorised access is not permitted. This password is controlled by the Marina Manager and distributed only to trusted and competent staff. Copies are held in a sealed envelope and lodged in the Marina safe.
- 4.1.2 System security access is to be set and maintained in such a manner as to ensure staff have access to only that information and those functions that are applicable to their position, competence and duties.
- 4.1.3 No software or applications will be downloaded to Marina devices and platforms without the express approval of the Marina Manager.
- 4.1.4 User logins and passwords are provided to staff by the Marina Manager or his delegate. They will be of an industry standard in terms of security. System passwords, other than the server, will be changed at least monthly.
- 4.1.5 A user login and password will be provided to the Company accounting firm. Access will be for enquiry and operational requirements.
- 4.1.6 The auditors will have access for enquiry only and access to run audit programs on the Marina's databases.
- 4.1.7 Back-up of accounting and administrative data is to the accounting software (Xero) cloud. Management will test and verify that back-up processes, including disaster recovery functions, are effective on a regular basis.
- 4.1.8 Subject to integration with the accounting software, back-up of marina operations data (Marina Focus) is to the cloud. Management will test and verify that back-up processes, including disaster recovery functions, are effective on a regular basis.
- 4.1.9 Virus protection is the responsibility of Management.
- 4.1.10 A Dropbox file confidential to directors only will be in place.
- 4.1.11 Similarly, a Dropbox Admin file will be in place for utilisation of directors, Management and staff.
- 4.1.12 In the interests of security, Management and Board will not use any form of electronic signature on Marina correspondence or documents regardless of their nature.
- 4.1.13 Website administration will be managed internally utilising cloud technology. Website user login (password) will be limited to directors, staff and members. Access passwords will be refreshed at least annually.

4.2 **ACCOUNTING POLICY**

The purpose of an accounting policy is to ensure that financial information is reported from period to period and that there is adequate disclosure of financial information for members and others to make informed decisions regarding the financial position of the Marina.

- 4.2.1 The Marina will prepare accounts in accordance with Australian International Financial Reporting Standards (AIFRS).
- 4.2.2 The financial year is the period 1st July to the following 30th June.
- 4.2.3 The Marina accounting resources are limited. The Marina may enlist external resources to prepare monthly financials and performance ratios, quarterly BAS returns and statutory annual reports.
- 4.2.4 Financial records will be kept (in soft copy form) for a period of 7 years plus the current year. Records will be available at all times for inspection without fee by any director or any other person so authorised or permitted under law.
- 4.2.5 Loss write-off to be approved by the Board on recommendation of Management.
- 4.2.6 Major transactions will be conducted electronically wherever possible.
- 4.2.7 The Marina will operate under a separation of duty regime wherein two (2) staff must be involved in reconciliations.
- Cash transactions will be limited to a petty cash imprest system reconciled weekly.
 - Reconciliations (bank, sundries, salaries etc) will require secondary sign-off by authorised personnel.
 - Journal entries will be signed-off by a secondary authorised person.
- 4.2.8 Generally accounting procedures to be conducted under AASB accrual principals. Statutory accruals to apply for half-year returns and year-end returns, namely:
- ROU (head lease) depreciation
 - ROU (head lease) interest
 - Wages and on costs
 - Employee entitlements
 - Insurance
- Cash accounting principles to apply for monthly end processing and reporting.
- 4.2.9 The Administration bank account (working capital) will account for the general operational requirements of the business.
- 4.2.10 A Management and Administration Levy (MAL) will be determined each six months in January and July of each year.
- 4.2.11 A Sinking Fund Levy (SFL) will be determined each six months in January and July of each year.

4.3 CAPITAL MANAGEMENT

The objective of this policy is to ensure that a level of realisable reserves is maintained that reflects the extent of risks undertaken and allows for business expansion.

- 4.3.1 The Marina will at all times maintain minimum realisable reserves of 20% of assets.
- 4.3.2 Capital planning is a critical part of the Board's corporate planning process conducted annually. The main task is assessing capital allocation for projects.
- 4.3.3 Major capital outlays may require the assistance of the Company accountants who will adopt industry financial modelling that reflects WACC and one or more of decision tools such as Payback, NPV and DRR.
- 4.3.4 The treasury function is operated by Management on direct instruction of the Board. Movement in treasury is reported at monthly Board meetings.
- 4.3.5 A bank account styled *Administration Account* (refer clause 4.2.9) represents the working capital for operational requirements.

- 4.3.6 A bank account styled *MOL Capital Reserve* represents the Company's (MOL) capital reserves. The optimum balance (reserve) for this account to be maintained at or near \$100,000.
- 4.3.7 A bank account styled *Sinking Fund* represents capital specifically allocated for the maintenance and improvement of on-water assets. The optimum balance (reserve) for this fund to be maintained at or near \$200,000.
- 4.3.8 All expenditures from the Sinking Fund and MOL Capital Reserve accounts are specifically authorised by a resolution of the Board.

4.4 ACCOUNTABLE ITEMS/FORMS

- 4.4.1 At all times a *Critical Dates File* will be maintained in the Marina office. The file will be held electronically with alerts programmed. In order that the File is 'front-of-mind' a hard copy will be available in the Marina office at all times. The File will denote but not be limited to:
 - BAS returns
 - Super guarantee returns
 - PAYG instalments
 - EOY returns
 - ASIC returns
 - FBT
 - Insurance policies expiration
 - AGM timetable
 - Head Lease expiration
 - Tenancy agreements expiry
 - CPI and other increments/adjustments in tenancy agreements
 - Critical payments e.g. Rates (in association with cashflow projections)
 - Service contracts
- 4.4.2 Fire Proof Safe
 - A fire proof safe is maintained in the marina office to secure important physical items such as Company Seal, petty cash storage, documents in transition etc.
 - It is noted that important documents will be converted to PDF and stored in the cloud facility immediately on completion.
 - A petty cash facility with an imprest amount of \$500 will operate to cover all cash transactions. Reconciliations and banking will be undertaken at least weekly or in the event of large cash holdings, daily.

4.5 FINANCIAL REPORTS/BUDGETS

- 4.5.1 An annual budget will be developed and itemised as per the Chart of Accounts. The budget should be completed and approved by the Board by June of each year.
- 4.5.2 Management will provide the Board monthly with financial reports as follows:
 - Profit & Loss expressed against YTD budget, and last year YTD
 - Ratios
 - Cashflow Projections
 - Aged Receivables
 - Treasury Report
 - Capital Expenditure

- 4.5.3 Key ratios will be developed in association with the budget. Standard ratios will be:
- ROA (return on assets)
 - ROE (return on equity)
 - RRR (realised reserves ratio)
 - Expenses/assets
 - Operating expenses/operating income
- 4.5.4 Cashflow/liquidity - in managing liquidity, whilst no budget is prepared, Management will examine the cash flow position on a daily basis and the projected monthly and annual requirements taking into consideration historical trends and expected economic events.
- 4.5.5 An annual report will be published in accordance with AASB standards.
- 4.5.6 A non-statutory half-year financial report will be published in January of each year to members only.

4.6 INVOICE ISSUING & PAYMENT POLICY

The objective of this policy is to ensure that company invoices are created in a timely and accurate manner to ensure prompt receipt of payments. Accurate and timely invoicing protects cash flow, good recording and meets tax obligations.

4.6.1 Management must issue invoices and schedule payment as follows:-

- Products and services (e.g. pump outs, LPG refills) – issue invoices immediately the product or service is provided with a 7 day ‘Due Date’.
- Commencing berth rentals – invoices must be created, issued and paid in advance of the commencement date or on the day of arrival.
- Unless berth rents are paid in full and in advance (at or prior to occupancy) for a nominated rent period, rents shall be charged at a daily rate.
- Extensions to rent periods must be paid in advance at the new nominated period rate, or at the daily rate if a new nominated period is not specified or not paid in advance.
- Extending and Recurring berth rentals – invoices must be created and issued at least 7 days prior to the expiration of the previous invoice’s paid date, with a ‘Due Date’ of 7 days from the ‘Invoice Date’.
- Daily live-a-board fee invoices – issue invoices no longer than 30 days in arrears after live-a-board occupancies are known for the invoicing period.
- Levies (Maintenance and Administration, and Sinking Fund) – issue invoices in January and July each year for the 6 month period in advance, with a ‘Due Date’ of 7 days from the ‘Invoice Date’.
- Credit management and debt recovery procedures are outlined in the Procedures Manual.

5. ASSETS

5.1 REGISTER

- 5.1.1 Management will maintain and keep updated an asset register of all assets.
- 5.1.2 Management in association with the Company accountants will maintain and keep updated, an asset depreciation schedule.

- 5.1.3 Acquisition of assets of a value greater than \$1000 will ordinarily be treated as a depreciating asset. Accordingly, Management may only acquire assets in excess of this threshold with express Board approval.
- 5.1.4 Depreciation method will be on a 'diminishing value' basis.

5.2 INSURANCE

- 5.2.1 Management will review all Marina insurances annually on the occasion of their renewal date. A broker will be employed to assist for such purpose.
- 5.2.2 The suite of insurances includes the following:
- Business (property, theft, public liability etc)
 - Director and Management Liability
 - Marina Operations

5.3 PRECINCT MAINTENANCE

- 5.3.1 Management will ensure appropriate maintainance for the Marina surrounds including gardens, work areas, lawns, BBQ area, fencing and carparks to an acceptable standard.
- 5.3.2 Management will cause a maintenance register for buildings and on-water pontoons and fingers to be established
- The register will receive suggestion/items identified by Management, staff, members and Night Managers as requiring fixing.
 - The Marina Manager will ensure updating of the register as items are fixed.
 - The register will be inspected by Management at least weekly.
 - Management will outsource maintenance where deemed appropriate within budget guidelines established.
- 5.3.3 Two key registers will be maintained. Keys may be electronic or physical.
- Office Key Register – keys provided to directors, Management and staff only.
 - Marina Key Register – keys provided to members, tenants and visiting vessels.

6. COMMUNICATIONS & MARKETING

6.1 GENERAL

The Marina recognises that effective communication is the hallmark of positive and profitable relationships between the Marina and its members, tenants, visiting vessels, regulators and the general public.

- 6.1.1 Marketing and communication will always be considered and tested against the Marina's *Statement of Purpose*.
- 6.1.2 Management will ensure that the member register with full member details is up-to-date.
- 6.1.3 Management will ensure the member mailing (email) list always up-to-date and readily available for communication purposes.
- 6.1.4 The KWM News updating members of events, changes or general information will be circulated by email, posted on the website and notice board at least monthly.
- 6.1.5 In late September or an earlier month determined by the Board of each year members will be circulated with a Notice of Annual General Meeting and calling for nominations for directorship and Notices of Motion to be put to the AGM.

- 6.1.6 In 30 days prior to an AGM members will receive the AGM agenda, Chair Report, director election documents, the Company's Annual Report (including the Chair's report) and any constituted Notices of Motion.

6.2 PUBLIC RELATIONS

- 6.2.1 Management and staff will maintain a friendly and professional atmosphere wherever contact is made with members, tenants, visitors and the public.
- 6.2.2 Verbal and written communication will maintain a standard reflective of a professional organisation and the Marina's *Statement of Purpose*.
- 6.2.3 A store of Welcome Kits (physical and electronic) will be maintained at all times and distributed freely to members, visitors and for general enquiries.
- 6.2.4 Departing visiting vessels may be requested to complete a short voluntary customer survey. The survey will cover their expectations, experience and suggestions for improvement.
- 6.2.5 At least biennially, tenants (dock and land) may be requested to complete a voluntary short customer survey similar to that provided by visiting vessels.
- 6.2.6 The Marina will not participate in sponsorships or donations without the express approval of the Board.

6.3 ADVERTISING

- 6.3.1 Management may from time to time engage with a suitable advertising Agency for creative, production and placement of all advertising and promotional materials.
- 6.3.2 A corporate logo, livery and style guide as developed by an Agency and approved by the Board will adorn all signage, communications, uniforms and mastheads. No adaptations will be tolerated.
- 6.3.3 All promotional and advertising materials (brochures, posters, banners, letterheads newsletters) will be signed-off by the Board.
- 6.3.4 Generally the Marina will maintain low key but regular placements in marine and sailing magazines.
- 6.3.5 Occasional and specifically directed advertising campaigns may occur from time to time.
- 6.3.6 The website will be a key avenue for advertising, information gathering and promotion. Management will endeavour to keep the site updated and reflective of the desired image. – Refer clause 4.1.13
- 6.3.7 Signage required by land tenants to promote their businesses is subject to their lease conditions and will be presented to the Board for approval .

6.4 CRISIS MANAGEMENT

Proactive and rapid response to a crisis event mitigates the development of a siege mentality and limits any impact on relations with members, regulators and the general public. Well thought out, regular and positive communication encourages confidence and support no matter what the crisis event may be.

- 6.4.1 Disaster events such as serious accidents, fire, spillage of effluent, oil and fuel are just some of the events that may impact the Marina's reputation.
- 6.4.2 A single authoritative source of information will be established immediately and henceforth conduct all outside communication. The hierarchy for that source

depends on immediate availability of firstly the Chair, secondly a nominated Director and thirdly the Marina Manager.

Communication must always consider human safety first with environmental considerations and general community issues second with the Marina operations last. Avoidance of jargon. legalieese and excuses is worthwhile.

7. PERSONNEL

7.1 PROFESSIONAL CONDUCT

7.1.1 Management and staff are always under observation. Their conduct in going about their daily functions for and on the behalf of the Marina is critical to the reputation of the Marina.

7.1.2 The following are considered breaches of acceptable conduct and will cause appropriate action ranging from reprimand to termination of employment.

- Providing incorrect or misleading information when seeking employment and/or whilst employed.
- Chronic lateness and/or absenteeism.
- Being under the influence of alcohol or drugs during working hours.
- Insubordination or refusal to act on instruction of Management/Board.
- Any act of dishonesty including theft of property belonging to the Marina, tenants, members or staff.
- Misuse of or wilful damage to Marina, tenants or members property.
- Dishonest use or unauthorised use of Marina time, facilities, services and/or suppliers.
- Bringing the good name of the Marina into disrepute.
- Abuse of or deliberate rudeness to a member, tenant or colleague.
- Any act of bullying, discrimination or harassment.
- Any breach of trust or confidentiality.
- Disorderly appearance and/or behaviour.
- Inappropriate or disruptive behaviour not befitting a professional organisation.

7.2 PERFORMANCE, REMUNERATION & TERMINATION

7.2.1 The Board will conduct performance reviews of the Marina Manager at least 6 monthly unless determined otherwise in any employment agreement or contract. Salary reviews will be conducted annually.

7.2.2 It is the Marina Manager's specific responsibility to monitor the performance of staff and to provide ongoing feedback in relation to that performance at least 6 monthly. Salary reviews will be conducted annually and take into account CPI and performance factors.

7.2.3 No benefits other than salary will be available to Management or staff unless specifically and separately approved by the Board. The only exception being personal expenses incurred in the service of the Marina and then only authorised upon written submission.

- 7.2.4 No full time staff member is permitted to hold alternative employment or position without the express approval of Marina management.
- 7.2.5 Staff salaries and conditions are governed by the relevant Award in conjunction with an individual *Employment Offer/Agreement*. Where an individual agreement is not executed, the default position is covered by the Award. Any extraordinary employment condition not covered by an individual agreement must be approved by Management prior to that condition being activated.
- 7.2.6 Staff must give 14 days' notice in writing of resignation. If the resignation is deemed to put the Marina at risk or in the case of a summary termination, the equivalent value of the staff member's notice may be paid with the staff member leaving immediately.
- 7.2.7 Termination of an employee can only be authorised by the Board on recommendation of the Marina Manager.
- 7.2.8 Staff members will accrue long service leave, annual leave and personal sick and/or carers leave entitlements in accordance with the relevant Award and the classification of their employment. Staff members are required to take accrued annual leave within 12 months of the entitlement and only waived by Board authorisation on recommendation of the Marina Manager.
- 7.2.9 Long service accrual may on request be paid out to a staff member but is subject to Board approval and such being lawful.

7.3 POSITION DESCRIPTIONS

- 7.3.1 Each staff member will execute a contract of *Employment Offer/Agreement*. The Agreement provides for the lawful conditions of employment.
- 7.3.2 The Agreement will incorporate a Position Description (PD). The PD will note key performance indicators and a specific duty list which will be jointly reviewed from time to time.
- 7.3.3 The PD will be the basis on which performance reviews will be conducted.

7.4 CASUAL UTILISATION

- 7.4.1 Relief and casual staff will only be employed after all other avenues have been exhausted. Such utilisation will be authorised by the Board on recommendation by the Marina Manager.
- 7.4.2 Guidelines for recruitment of relief and casual staff will be the same as that applicable to permanent staff.
- 7.4.3 Relief casual staff may only be utilised for a specified period and/or a specific project and not used on an ongoing basis.

7.5 OCCUPATIONAL HEALTH & SAFETY

- 7.5.1 The Queensland Work Health and Safety Act 2011 as amended will apply.
- 7.5.2 The Marina provides staff with a safe and healthy workplace in accordance with relevant legislative requirement. At all times the health and safety of staff, members, tenants and the public will be placed ahead of the Marina's operational systems and requirements.
- 7.5.3 The Marina provides a smoke-free environment. All premises where the Marina conducts its business are smoke-free zones. Staff taking smoking breaks will do so only during designated work breaks and when so doing be discrete and dispose of

smoking material in a safe and appropriate manner without bringing the Marina into disrepute.

- 7.5.4 Harassment, discrimination and bullying will not be tolerated at any time. Staff can expect a work environment that provides for:
- Mutual trust
 - Ethical behaviour towards each other
 - Equal opportunity for employment, promotion and access to training.
 - A safe working environment.
 - Freedom from unacceptable behaviour, including sexual harassment, bullying, discrimination and vilification.
- 7.5.5 The Marina Manager is tasked with actively monitoring operations to ensure working conditions are safe and any potential risk or hazard is eliminated or minimised.
- 7.5.6 It is the responsibility of every staff member to advise Management immediately where he/she has experienced an incident, accident or been exposed or potentially exposed to any infectious disease.
- 7.5.7 Management will;
- Ensure the Marina complies with all legislation relating to health and safety
 - Eliminate or minimise all workplace hazards and risks that are reasonably practicable
 - Provide information, instruction and training to enable all staff work safely
 - Supervise staff to ensure work activities are performed safely
 - Consult with and involve staff on matters relating to health, safety and wellbeing
 - Provide appropriate safety equipment and personal protective equipment
 - Provide a suitable injury management and return to work system

Staff will:

- Take reasonable care for their health and safety
- Follow safe work procedures, instructions and rules
- Participate in safety training
- Report health and safety hazards
- Report all injuries and incidents
- Use safety equipment and personal protection equipment

8. MEMBER/SUBLESSORS

8.1 DEED -Terms & Conditions

- 8.1.1 Terms of subleasing are outlined in the Deed executed between Marina Owners Limited and each member on the occasion of acquiring each berth.
- 8.1.2 Sale agreements will require the express written agreement of the Board.
- 8.1.3 Transaction fees will apply to the vendor (3%).
- 8.1.4 Sale agreements note the following:
- Interest in on-water improvements
 - Sale of sublease

- Interest in freehold land
- Matters pertaining to the above

8.2 MARINA RULES

All rules, regulations and behavioural matters pertaining to all vessels and persons utilising the marina facilities are recorded in the Marina Rules – Annexure ‘A’ of this Policy.

8.3 RENTAL POOL

8.3.1 Members with vessels moored in their berths have access to the *Rental Pool* facility whereby:

- The Marina will rent members’ berths as per the published price list and pool proceeds with other member berth owners accessing the pool facility.
- An administration fee will be deducted (as per published price list).
- Net proceeds will be distributed each 6 months in January and July of each year.

8.3.2 Members may rent out their vessels via the *Rental Pool* facility or privately. The Marina may set such rules as to the entry to and exit from the rent pool as the Board shall from time to time approve.

8.3.3 Where members rent their berths privately, they take all responsibility for their tenants in terms of character, conduct and adherence to the policies of the Marina. They must obtain approval from Management to sub-let their berths.

8.3.4 An administration fee will apply to the balance of the Rental Pool and deducted at the time of the 6-monthly disbursement to berth owners utilising the Pool.

8.3.5 The Rental Pool bank account will collect berth rental payments on behalf of those berth owners utilising the Pool and disburse such collected revenues (net of administration charges) to berth owners every six (6) months in January and July.

8.4 LIVE-A-BOARD

8.4.1 Members (berth owners) who live-a-board will incur a live-a-board fee at 50% of the published rate of that applied to non-members (berth renters).

8.4.2 No ceiling on the number of members (berth owners) will apply.

8.4.3 Non-member (renter) live-a-boards will incur a daily live-a-board fee determined from time to time.

8.4.4 Total non-member (renter) live-a-boards will not exceed 50 persons. This ceiling may be exceeded by Management temporarily to accommodate unusual circumstances.

8.4.5 Teenage children are subject to live-a-board fees and included in the live-a-board ceiling.

9 BUSINESS LEASEES

9.3 GENERAL

9.3.1 The land assets of the Marina provide offices and business premises to a range of lessees/tenants. Each tenant will execute lease contracts with varying terms and conditions.

9.3.2 No lease/tenancy arrangements or amendments (verbal or otherwise) will be conducted without signed lease amendments or memoranda of agreement duly executed by the leasee/tenant and the Board.

9.3.3 Management is responsible for the administration of these leases including the compliance with the terms thereof by the tenants.

9.4 ACCESS

9.4.1 Leasee/tenants will provide Management with access to their premises. Access will be that determined in the lease agreement.

9.4.2 Leasee/tenants will not be provided with reserved parking unless specifically noted in term of lease agreement.

9.4.3 Leasee/tenants and their licensees have full access to amenities and general areas of the Marina as is necessary for their business.

9.4.4 Leasee/tenants will participate in security exercises and fire drills.

10 VISITING VESSELS

Refer: Annexure 'A' MARINA RULES

11 VESSEL (Live-a-board) TENANCY

11.3 GENERAL

Members and long-term tenants of vessels are subject to the same policy settings as *Visiting Vessels* policy.

Refer: Annexure 'A' MARINA RULES

11.4 SAFETY

General cooperation is sought from members and tenants to assist Marina staff in compliance with *Queensland Workplace Health and Safety Act 2011 and amendments*.

All incidences, injuries and hazards identified and/or witnessed should be advised directly to the Marina office.

11.4.1 Severe Weather Events

- Marina structures are designed to withstand the expected load of moored vessels on pontoons and fingers during exceptional weather events.
- The Marina location is ideally suited for extreme weather however no guarantee is given in terms of a complete weather haven in cyclonic or other extreme conditions.
- No guarantee can be or will be given that structures are capable of maintaining their integrity in the complete range of cyclonic conditions.
- The Marina accepts no responsibility whatsoever for any consequence that may result from directions or instructions given by Marina staff, Emergency Services or any other person or emergency service during a severe weather event.

Refer: Annexure 'B' CYCLONE PLAN

11.4.2 Fire and Emergency Drills

- In the event of a fire on a vessel, the owner, or tenant will immediately:
 - Notify Queensland Fire and Rescue Authority on emergency number 000.
 - Notify the Marina office must be notified on number 07 5444 1122.
 - Raise the alarm to nearby vessels and persons to ensure immediate evacuation.

- Fire hose/pump equipment is housed adjacent to the Marina office. This equipment is only used in the event of a emergency. Fire pump equipment shall not be utilised for filling water tanks or vessel wash down.
- From time to time the Marina will conduct fire drills and emergency drills. On such occasions, owners, skippers and crew must cooperate with Marina directions.
- Emergency evacuation assembly points are designated on the Marina office notice board.

Refer: Annexure 'C' EVACUATION PLAN

11.5 CONDUCT

Refer: Annexure 'A' MARINA RULES

11.7 VESSEL MAINTENANCE

Refer: Annexure 'A' MARINA RULES

12. RISK MANAGEMENT

The Board is responsible for ensuring that risks are properly managed. The Board and Management will ensure continuous identification of risks in daily activities so that the Marina's risk profile is always up-to-date. Directors and Management will maintain a constant watch on known areas of risk and mitigation plans as documented in the Risk Register.

12.1 CONSEQUENCES

The Marina will evaluate risks according to the following consequences:

- Threats to human safety
- Financial loss
- Loss of reputation
- Threat to long-term viability
- Threat to the environment

12.2 RISK TREATMENT

Risks will be reviewed and treatment considered against the following options or a combination thereof:

- Accept the risk
- Reduce the likelihood
- Reduce the consequence
- Transfer the risk in full or part
- Avoid the risk

12.3 MONITORING

Risks and mitigation/treatment plans will be monitored to ensure changing circumstances do not undermine the Marina's control and management of risk.

At monthly Board meetings Management will report on identified risks notably any changes to known risks and identification of new risks.

12.4 ESTABLISHED RISK MANAGEMENT PLANS

12.4.1 Tempest and Cyclones

Refer: Annexure 'B' CYCLONE PLAN

12.4.2 Fire and Emergency

Refer: Annexure 'C' EVACUATION PLAN

12.4.3 Environmental Crisis

Refer: Annexure 'D' ENVIRONMENTAL PLAN
