

MARINA RULES AND REGULATIONS

INTRODUCTION

The ONE°15 Marina Nirup situated at Nirup Island, is the operator and manager of ONE°15 Marina.

INTERPRETATION

Without prejudice to the foregoing, in these Marina Rules and Regulations, except where the context otherwise requires the following expressions shall have the following definitions.

“Berth”	means the designated location where a vessel may be moored in the Marina, as directed by the Marina Staff. The location of the Berth indicated in the Berthing Agreement is for reference only, and “Berths” means all the berths in the Marina collectively;
“Berthing Agreement”	means the berth licence agreement (including the particulars and the schedules) entered into by the Marina and the Vessel Owner in respect of the Vessel Owner’s use of the Berth under a contractual licence and these Marina Rules and Regulations shall form part of the Berthing Agreement;
“Berth Holder”	means any Vessel Owner who is or was granted the right to use a Berth in the Marina under the Berthing Agreement;
“Marina”	means ONE°15 Marina Nirup Island which is owned and operated by SUTL Marina Development Pte Ltd, which expression shall include its successors-in-title and assigns;
“Common Areas”	means public spaces in the Marina not physically forming part of the Berths;
“Competent Authority”	means the Indonesian Government or any ministry, department, municipality or local authority.
“Effective Date”	has the meaning given to it in Rule 7.1.
“Guest”	means any person who is not a Berth Holder and who is visiting the Marina, including Vessel Owners, Berth Holders, boat crew, licensees, guests, visitors, servants, agents, employees and customers;
“Government”	means the Government of the Indonesian;
“Length”	means the overall length of the Vessel, including bowsprits, stern davits, swimming platforms and any other factory or non-factory extensions;
“Management”	means the General Manager of the ONE°15 Marina Nirup Island, the Marina Manager or his nominee(s) who are entrusted to enforce these Marina Rules and Regulations at all times.
“Marina”	means ONE°15 Marina Nirup Island and includes the water surface as indicated in Map 1 hereto, and all elements thereof.

“Marina Office”	means the office of the Marina located within the Nirup Island Clubhouse;
“Marina Staff”	means any employee under the employment of ONE°15 Marina Nirup Island.
“Permanent”	means any longer than six (6) months;
“Permanent Berth”	means a Berth at the Marina to which the Permanent Rate applies;
“Permanent Rate”	means the permanent rate for customers as published on the Rate Schedule.
“Premium Berth”	means such Berth as may be determined by the Marina from time to time to be a premium berth;
“Marina Rules and Regulations”	means these rules and regulations, including the Introduction and any maps, annexes or schedules attached hereto;
“Rates”	means the prices published by the Marina on the Rate Schedule for all the services offered; the Rates can be defined as Daily, Monthly, Half Yearly or Annually, per individual service, per surface.
“Rate Schedule”	means the rate schedule that is made available in the Marina Office as may be modified by the Marina from time to time in accordance with these Marina Rules and Regulations.
“Relocation Date”	has the meaning given to it in Rule 5.5.
“Relocation Notice”	has the meaning given to it in Rule 5.5.
“Relocation Period”	has the meaning given to it in Rule 5.5.
“Term”	has the meaning given to it in Rule 7.1.
“Transient”	means any Term period not exceeding six (6) months;
“Transient Berth”	means a Berth at the Marina to which the applicable Transient Rate applies;
“Transient Rate”	means the applicable transient rate as published on the Rate Schedule;
“Vessel”	means any vessel authorized by the Marina to use the Marina.; and
“Vessel Owner”	means the beneficial owner of all the shares of the Vessel and can be a natural person, body corporate, incorporate, associated partnership, firm or any other entity, and shall include successors-in-title and assigns.

GENERAL:

For the purposes of these Marina Rules and Regulations, words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall, where applicable, include corporations.

Any reference to a time of day and dates in these Marina Rules and Regulations shall be in reference to Indonesian time and dates, unless otherwise stated.

Where any word or expression is defined in these Marina Rules and Regulations such definition shall extend to the grammatical variations and cognate expressions of such word or expression.

SECTION 1

THE OBJECT OF THE MARINA RULES AND REGULATIONS

RULE 1 – THE OBJECT OF THE MARINA RULES AND REGULATIONS

- 1.1 The objective of these Marina Rules and Regulations is to set out the common rules of use and operating of the Marina. These Marina Rules and Regulations shall apply to the use and enjoyment of the water, land, infrastructure and facilities within the Marina including but not limited to the Common Areas.
- 1.2 The Vessel Owner shall comply with all international maritime laws, applicable rules, regulations and instructions of the Indonesia Coast Guard and the Directorate General of Sea Transportation (DGST) and all applicable laws, ordinances, rules, and regulations or other government agency regarding a vessel or berthing in a marina including without limitation the Pleasure Craft Regulations and the Indonesia Port Regulations and Regulations as well as these Marina Rules and Regulations.
- 1.3 These Marina Rules and Regulations are designed to regulate the use of the Marina and to create a safe, clean, friendly and welcoming environment for the mutual benefit of the vessel owners, guests, the Marina and all the stakeholders alike. The Marina shall be entitled to make different provisions applicable to different parts of the Marina.
- 1.4 The Marina shall have full and absolute discretion to determine the Rates and rights offered to any customers.

RULE 2 – FIELD OF APPLICATION

- 2.1 These Marina Rules and Regulations shall be applicable to all customers and guests using the Berths, offices, water sports centre, changing facilities, lockers and any other facilities or installation within the Marina.
- 2.2 The Marina, as indicated in Map 1 hereto, includes the following areas:
 - the Berths;
 - the Embarkation Area;
 - the F&B Establishment
 - the Fuel Dock
 - the Marina Office.
- 2.3 The Management shall have the sole and absolute authority to determine the hours of operation of the Marina and shall be entitled to shut down parts of the Marina during inclement weather, for maintenance, repair, or for any other purposes, as the Management deems appropriate.

SECTION 2

BERTHING AGREEMENT

RULE 3 – THE SUBJECT

- 3.1 Subject to the signing of the Berthing Agreement and the acceptance of these Marina Rules and Regulations by the Vessel Owner, the Marina licenses to the Vessel Owner the right to use the Wet Berth or other facilities or installation as set forth in the Berthing Agreement, including the associated elements therewith, upon the terms and conditions contained herein. The Berthing Agreement must be signed by the Vessel Owner upon arrival or in the event of an arrival after office hours, at the start of the next day. Renewal of any Berthing Agreement should be signed and submitted to the Marina Office four (4) weeks prior to the expiry of the Term.
- 3.2 The Permanent Rate will only be granted to the Vessel Owner if the Marina receives the signed Berthing Agreement prior to the Effective Renewal Date. During the Term, in the event of a default by the Vessel Owner of these Marina Rules and Regulations or if the Vessel Owner is not in good standing (as defined in the Marina Rules and Regulations), the Marina shall have the right to terminate the Berthing Agreement with immediate effect, and thereafter the Transient Rate and forfeiture of all deposits shall apply to the Vessel Owner. The Marina may subsequently in its sole and absolute discretion renew the Berthing Agreement with the Vessel Owner and/or reinstate the Permanent Rate granted to the Vessel Owner.
- 3.3 The Vessel Owner agrees to keep all information contained in this Agreement or otherwise supplied to the Marina current at all times; non-compliance can lead to non-renewal of the Berthing Agreement or application of the Transient Rate. The Vessel Owner agrees to keep all information contained in the Berthing Agreement or otherwise supplied to the Marina current at all times; non-compliance can lead to termination or non-renewal of the Berthing Agreement and/or application of the Transient Rate.
- 3.4 The Vessel Owner shall comply, and shall cause the Vessel Owner's crew, agents, employees, spouse, children and guests to comply with the terms of the Berthing Agreement and these Marina Rules and Regulations as fully as though they were set forth herein. Should any such person breach the terms of the Berthing Agreement or these Marina Rules & Regulations, the Marina may, at its option, terminate the Berthing Agreement immediately, remove the Vessel from the Berth at the Vessel Owner's risk and expense, and retake the possession of the Berth (without prejudice to other remedies which may be available to the Marina).
- 3.5 Subject to Rule 3.6, the Berthing Agreement constitutes the entire agreement between the Vessel Owner and the Marina and replaces and supersedes any prior or existing verbal or written agreement or correspondence between the Vessel Owner and the Marina, and there are no other agreements, representations or understandings whether verbal or written, between the Vessel Owner and the Marina concerning the subject matter of the Berthing Agreement. In the event the terms of the Berth Reservation Form conflict with or are inconsistent with the provisions of the Berthing Agreement, the provisions of the Berthing Agreement shall prevail. 3.6 The Vessel Owner acknowledges and agrees that these Marina Rules and Regulations and any amendments thereto, are an integral part of the Berthing Agreement.

RULE 4 – REFUSAL OF SERVICES

- 4.1 The Marina can refuse the entrance and provision of services and/or berthing in the following instances:
- a) when the person or entity soliciting the Marina services refuses to sign the Berthing Agreement;
 - b) when the Vessel does not meet the regulatory safety conditions, determined in the sole and absolute discretion of the Marina;
 - c) when the person or entity soliciting the Marina services, does not provide proof of an insurance policy in accordance with the Berthing Agreement;

- d) when the Vessel that requires the Marina service does not comply with the minimum required standards of aesthetic image, safety or environmental awareness, determined in the sole and absolute discretion of the Marina; or
- e) When the Vessel and/or the vessel owner is not in good standing as determined by the Marina in its sole and absolute discretion.

SECTION 3

THE BERTH

RULE 5 – THE BERTH

General

- 5.1 The Vessel Owner shall only use a Berth for the mooring of the Vessel and for no other vessel or purpose. No vessel shall be allowed to berth in the Marina without the prior written approval of the Marina.
- 5.2 All applications for Berths are subject to written approval by the Management and are allocated on a first come first serve basis, subject to availability. Applications must be submitted with supporting documents including but not limited to the vessel registration (issued by the relevant Competent Authority) or bill of sales, financing documentation for the Vessel, valid third party liability insurance certificate, a recent picture of the Vessel (side & stern), documentary evidence showing the ownership of the Vessel and a copy of the Vessel Owner's NRIC or passport and/or any other relevant identification documents.
- 5.3 The right to use the Berth (pursuant to the Berthing Agreement) is non-transferable and shall not form part of the sale of the Vessel. Save for as agreed in the Berthing Agreement, the Vessel Owner shall not be permitted to sub-license his Berth at all times nor allow any vessel to occupy the Berth regardless of whether valuable consideration is received. No right of the Vessel Owner created under the Berthing Agreement may be transferred or assigned without specific written consent of the Marina. Any attempted transfer or assignment without the specific written consent of the Marina shall give the Marina the right to terminate the Berthing Agreement forthwith, without prejudice to its rights hereunder. Should the Vessel Owner attempt to sell, charter, or transfer all or any portion of the Vessel Owner's interest in, or possession of, the Vessel, all rights under the Berthing Agreement shall terminate automatically with immediate effect, unless the Marina otherwise agrees in writing.
- 5.4 The Marina reserves the right at any time and for any reason whatsoever, including but not limited to the use of a Berth for any Marina event or function and the performance of renovation or maintenance works at a Berth, to require a Vessel Owner to permanently or temporarily relocate his Vessel to another berth (within or outside of the Marina) as may be designated by the Marina by providing notice in writing of the same to the Vessel Owner ("**Relocation Notice**"). The Relocation Notice shall indicate the duration for which the Vessel shall be relocated ("**Relocation Period**") and the date by which the Vessel shall be relocated ("**Relocation Date**"). The Marina shall endeavour to provide the Relocation Notice at least fourteen (14) days before the Relocation Date. If the Vessel Owner fails to relocate the Vessel to the berth designated by the Marina by the Relocation Date, the Marina shall be entitled to relocate the Vessel to another berth at the Vessel Owner's expense and risk. For the avoidance of doubt, the Marina shall be entitled to procure that the Vessel be relocated to any other berth outside the Marina in its sole and absolute discretion (including berths located outside of Indonesia). The Marina shall not be responsible for, and the Vessel Owner shall hold the Marina harmless from, any claim arising from damage to the Vessel resulting from such relocation or removal by the Marina.
- 5.5 Notwithstanding the foregoing, in the event the Relocation Period is equal to or greater than two (2) months and there are no other available Berths within the Marina to which the Vessel may be relocated, the Vessel Owner shall be entitled to request to terminate the Berthing Agreement without forfeiture of the deposit paid

- by the Vessel Owner pursuant to the Berthing Agreement by providing notice in writing to the Marina of such request by the earlier of: (a) the date falling seven (7) days after the date of the Relocation Notice; and (b) the date falling seven (7) days before the Relocation Date. The Marina shall determine in its sole and absolute discretion whether to accept such request. In the event the Marina accepts such request, the termination date of the Berthing Agreement shall be the Relocation Date and none of the parties thereto shall have any claim against the other under the Berthing Agreement, thereafter, save for any claim arising from an antecedent breach occurring prior to termination.
- 5.6 The Marina may rent or sub-license for fees the use of any Permanent Berth when the said Permanent Berth is not in use by the Permanent Berth Holder. Any revenue obtained by the Marina shall be distributed between the Permanent Berth Holder and the Marina in accordance with Rule 5.11. The Permanent Berth Holder acknowledges that there is no assurance that the Marina will be able to rent or sub-license for fees the use of the Permanent Berth when the Permanent Berth Holder is not using the said Permanent Berth.
- 5.7 Vessels berthed on a Permanent basis leaving the Marina for a period longer than three (3) calendar days must inform the Marina Office at least one (1) hour prior to departure for the purpose of closing the utility meter reading. Vessels berthed on a Transient basis leaving the Marina must inform the Marina Office at least one (1) hour prior to the scheduled departure for the purpose of processing the settlement of any expenses incurred and the issuance of any documents that are necessary for the closing of the utilities. In the event of a departure after office hours, notice must be given at least one (1) hour prior to the close of business of the Marina Office. Vessel Owners acknowledge that the Marina Office requires a minimum lead time of three (3) hours to produce the Cruising Permit.
- 5.8 **Commercial Berth:** The Marina reserves the right to license the use of a Berth to a vessel broker/dealer for any non-specific vessel (stock boat). All such vessels must comply with these Marina Rules and Regulations and the Berth specifications. Any sub-licensing of the Berth by the vessel broker/dealer shall not be permitted. The surcharge is specified in the Rate Schedule.
- 5.9 **Reservations:** Binding reservations can only be accepted for Transient Berths and shall be supported with a non-refundable deposit of ten (10) per cent of the applicable Rates for the Term. This deposit shall be applied towards the final invoice payable by the Vessel Owner. Such non-refundable deposit for vessel owners' reservations will be debited from the respective customer's Account.
- 5.10 **Waiting List:** Applicants can request in writing to be put on a non-binding waiting list to obtain a Permanent Berth. The Marina is under no obligation to disclose the ranking or the vessels on the waiting list. The waiting list is solely for internal use by the Marina.
- 5.11 **Vacant Permanent Berth and Sub-Licensing by the Marina:** The Permanent Berth Holder has the obligation to inform the Marina Staff if a Vessel is away from the Permanent Berth for more than forty-eight (48) hours continuously. During the period that the Vessel is away from the Permanent Berth, the Marina may rent out the vacant Permanent Berth without the consent of the Permanent Berth Holder and the berthing fees collected shall be shared between the Marina and the Permanent Berth Holder. The Marina will calculate the amount to be shared based on either the berth rental fee paid by the Permanent Berth Holder, or the berthing fee paid by the Transient vessel, whichever is lower. Berthing fees collected (less all applicable Marina expenses) shall be shared between the Permanent Berth Holder and the Marina in the following proportion: sixty (60) per cent for the Permanent Berth Holder and forty (40) per cent for the Marina. The proportion of the rental fees less all applicable Marina expenses due to be paid by a Permanent Berth Holder will be credited to the Permanent Berth Holder's Account. The sharing of the berthing fees does not apply in instances of day visits of vessels from other Marina, embarking and disembarking, Marina courtesy to commodores of reciprocal and/or affiliate marinas, Marina use or where no berthing fees are applicable. The Permanent Berth Holder acknowledges that there is no assurance that the Marina will be able to rent or sub-license for fees the use of the Permanent Berth when the Permanent Berth Holder is not using the said Permanent Berth.

SECTION 4

THE VESSEL

RULE 6 – THE VESSEL

- 6.1 The Vessel Owner warrants that he is the sole and beneficial owner of all the shares in the Vessel described in the Berthing Agreement. If the Vessel is jointly owned, the Vessel Owner represents that he is duly authorised to bind all owners of the Vessel in accordance with the terms of the Berthing Agreement.
- 6.2 If the Vessel Owner is a company, it may enjoy Rates offered to ONE°15 Members only if all of the following are satisfied:
- the majority shareholder of the aforementioned company is a ONE°15 Member.
 - the said ONE°15 Member submits to the Marina the business profile of the company as purchased from the Accounting & Corporate Regulatory Authority (ACRA), showing the latest shareholding information; and
 - the said ONE°15 Member signs a deed of undertaking (in the form as provided by the Marina), agreeing and undertaking to fully pay any amounts owing by the company to the Marina.

If the above are not satisfied, the normal rates shall apply.

- 6.3 If the Vessel is sold by the Berth Holder, the Berth Holder is required to inform the Marina within three (3) calendar days of the sale (i.e. the date of the Bill of Sale). In such an event, the Berth Holder surrenders all rights (but not obligations) under the Berthing Agreement and is required to re-apply for a Berth (subject to availability) should he intend to bring in a new vessel. The Marina shall have the sole and absolute discretion to approve the new vessel and the prevailing applicable Rates shall apply.
- 6.4 The Vessel Owner is permitted to have one tender in the Marina. The tender should be kept out of the water and cannot occupy a Berth, be stored on the pontoons, fingers, ramps or walkways or hinder any other Vessel. The tender cannot be longer than the width of the Mother Vessel it belongs to and should clearly have the letter t/t (tender to) with the name of the Vessel it belongs to on it.

SECTION 5

THE TERM

RULE 7 – THE TERM

- 7.1 The effective commencement date (the “**Effective Date**”) of the term of the Berthing Agreement (the “**Term**”) shall be such date on which the Vessel is physically moored at the assigned Berth or as indicated in the “**Term**” section of the Berthing Agreement, whichever is earlier. Unless otherwise provided in the Berthing Agreement, the applicable Term shall be any one of the following:
- Daily (transient):** 1pm until 1pm the following day.
 - Monthly (transient):** Starting any given day after 1 pm until 1pm of the same calendar day the following month (or the last calendar day of such month, should the relevant calendar day not exist in such month).
 - Yearly (permanent):** Starting any given day after 1pm until 1pm of the same calendar day twelve (12) months later (or the last calendar day of such month, should the relevant calendar day not exist in such month).

SECTION 6

THE BERTH RENTAL FEE

RULE 8 – THE BERTH RENTAL FEE

8.1 The Rate Schedule is public and available in the Marina Office. The Rate Schedule is subject to change by the Marina and Management with thirty (30) days' prior written notice. The Rates for utilities (water, electricity), fuel, services, goods and others as indicated in the Rate Schedule shall be subject to change by the Management, and this change will be announced on the Marina Notice Board located next to the Marina Office.

8.2 The Vessel Owner shall pay the berth rental fee as set out in the Berthing Agreement, in full, in accordance with the following:

If the applicable Term is "Day Stay", "Daily" or "Monthly", the Vessel Owner shall pay the applicable berth rental fee at the commencement of the Effective Date and in full and in advance for the entire Term; or if the applicable Term is "Yearly", the Vessel Owner shall pay the applicable berth rental fee on a monthly basis, in advance and in any event on the first day of each month.

Notwithstanding the berth rental fee as set out in the Berthing Agreement, the Vessel Owner agrees that the Marina reserves the right to vary the berth rental fee for the Term in its sole and absolute discretion, and the Vessel Owner further agrees to pay to the Marina any additional sum payable because of the variation in berth rental fee for the Term.

8.3 In addition to the berth rental fee, the Vessel Owner agrees to pay in full all utility charges for electricity and water supplied, and waste collection services at the end of each month or at the end of the Term (whichever is applicable), in accordance with the Marina's published policy and rates. The berth rental fee and such other sums payable by the Vessel Owner to the Marina under the Berthing Agreement are excluding such applicable goods and services tax in force from time to time, which shall be payable by the Vessel Owner. Berth rental fees, utilities, and all other charges will be charged and posted to their Vessel Owner's Account. The rental fee for the wet berth is based on the length of the Berth or the Length, whichever is greater with a minimum chargeable length of 35ft.

The berth rental fee and other sums payable by the Vessel Owner to the Marina are exclusive of such applicable goods and services tax in force from time to time, which shall be payable by the Vessel Owner.

The berth rental fee for the wet berth and hard stand are based on the length of the berth or the overall length of the approved vessel, whichever is greater with a minimum chargeable length of thirty-five (35) feet.

In the event of non-payment of berth rental fees and utility charges by the vessel owner, the Marina will have the right to sell the vessel or to discard items in order to reimburse the Marina and berthing expenses incurred.

8.4 Surcharges on the berth rental fee

- a) A surcharge of 100% on the base rate will be applied for either catamarans or trimarans of wide mono-hulls if they surpass the allocated width in the berth or if they are berthed alongside.
- b) A surcharge of 15% on the base rate will be applied to vessel brokers/dealers who use the Berths for non-specific Vessels (stock boats).

SECTION 7

ABANDONED VESSEL

RULE 9 – DISCARDED OR ABANDONED VESSELS AND ITEMS

- 9.1 Vessels or items left at the Marina are deemed abandoned or discarded respectively when they have been in the Marina without the owner's payment of the corresponding rental fee for a period of more than five (5) months or when the possible value of the Vessel's sale does not exceed the amount of the unpaid invoice. In the case of abandoned Vessels, the abandonment shall be deemed when the amount of the unpaid invoice has exceeded the resale value of the Vessel (as reasonably estimated by the Marina).
- 9.2 The Vessel Owner hereby authorizes the Marina and the Management to remove any objects including but not limited to items, vehicles, vessels, materials, etc. from the Marina, that have been deemed discarded or considered to create a danger to other users, guests or visitors to the Marina.
- 9.3 The Vessel Owner hereby authorizes the Marina to sell the Vessel or discarded items in order to reimburse the Marina for the Marina expenses incurred. The proceeds from such sale shall be applied towards the Marina expenses. Any such remaining proceeds after deduction of the Marina expenses and expenses incurred in connection with the sale will be at the disposal of the Vessel Owner for a period of one (1) year, following which the proceeds will become the property of the Marina.

SECTION 8

BERTHING DEPOSIT

RULE 10 – THE DEPOSIT

- 10.1 The Vessel Owner shall pay the deposit(s) set forth in the Berthing Agreement to the Marina ("**Deposit**"). The Marina may at its sole and absolute discretion increase the amount of the Deposit by posting notice thereof 30 (thirty) calendar days prior to the change at the Marina Office's premises. The Vessel Owner hereby agrees to pay such additional sum as will cause the Deposit paid by the Vessel Owner to equal the revised Deposit amount required by the Marina's posted Rate Schedule.
- 10.2 The Deposit shall be held by the Marina as security for the due observance and performance by the Vessel Owner of all terms, covenants, conditions, stipulations, obligations and/or Marina Rules and Regulations and the Marina shall be entitled but not obliged to set off any loss or expense to the Marina occasioned by any such breach and/or pre-mature termination of the Berthing Agreement or these Marina Rules and Regulations from the Deposit or to forfeit the Deposit without prejudice to any other remedy which the Marina may be entitled to in law or in equity.

SECTION 9

TERMINATION

RULE 11 – TERMINATION

- 11.1 The Berthing Agreement may not be prematurely terminated without the prior written consent of the Marina, which consent may be given without prejudice to the rights of the Marina. If a Berthing Agreement for a Permanent Berth is terminated by the Berth Holder prematurely, all deposits paid to the Marina, with surcharges thereon, shall be forfeited.
- 11.2 If a Berth Holder shall hold over any Permanent Berth after the expiry of the Berthing Agreement and without signing a new Berthing Agreement, the Transient Rate shall be applied.
- 11.3 The Berthing Agreement shall terminate in the following instances:
- a) expiry of the Term stipulated in the Berthing Agreement;
 - b) if the Vessel Owner sells the Vessel as indicated in the Berthing Agreement; by selling the Vessel, the Vessel Owner loses all licence rights to the Berth; it is in the Marina's sole and absolute discretion to grant the Vessel Owner new licence rights to the same Berth for a new vessel; if the new vessel is longer in Length, the berth rental fee will be adjusted accordingly;
 - c) any breach of the Berthing Agreement or these Marina Rules and Regulations; in such an event, the Berth Holder will be notified in writing of the breach and the grace period given by the Marina to the Berth Holder to rectify such breach; the Berth Holder is entitled to appeal in writing within five (5) working days and be heard by the Management whose decision shall be final and binding;
 - d) in the event any Marina invoice remains unpaid by the Berth Holder thirty (30) days from the date of such invoice and the Marina gives the Vessel Owner written notice of termination of the Berthing Agreement thereafter;
 - e) if the Marina in its sole and absolute discretion determines the Berth Holder to be no longer of good standing; or
- 11.4 Upon termination of the Berthing Agreement, the Marina may instruct the Vessel Owner, in writing, to remove or relocate the Vessel within five (5) working days. If the Vessel has not been removed or relocated, the Marina can retake possession of the Berth at the Vessel Owner's sole expense and risk. The Marina shall not be responsible for, and the Vessel Owner shall hold the Marina harmless from, any claim or damage to the Vessel resulting from such removal or relocation.
- 11.5 The Vessel Owner shall indemnify the Marina against all losses, costs and/or damages, including but not limited to all legal costs, incurred or suffered by the Marina as a result of the Berthing Agreement being terminated prior to the expiry of the Term. The Marina shall, at all times, regardless of whether the Berthing Agreement has been terminated, have a lien on the Vessel Owner's property in the Berth including without limitation the Vessel and all its contents for any and all amounts due at any time from the Vessel Owner to the Marina and the Marina shall be entitled to exercise its lien and use, sell or dispose as agent for and at the expense of the Vessel Owner the Vessel and all its contents and apply the sales proceeds in and towards the payment of such amounts, with twenty-eight (28) days' prior written notice being given to the Vessel Owner (provided any amounts owing to the Marina are in arrears). On accounting to the Vessel Owner for any balance remaining after payment of any amounts due to the Marina and the costs of sale or disposal, including but not limited to all legal costs incurred, the Marina shall be discharged of any liability in respect of the Vessel Owner's property.

SECTION 10

RULES OF GENERAL APPLICATION CONCERNING USE OF AND WITHIN THE MARINA

RULE 12 – GENERAL

- 12.1 The Marina is for the use of recreational vessels and leisure-oriented nautical activities. Vessels or activities which are of a commercial character are permitted subject to prior written authorization from the Marina. All complementary uses, in harmony with the natural surroundings of the Marina, which are proposed by the Marina user, may be accepted at the Marina's sole and absolute discretion.
- 12.2 In the case of an emergency or force majeure, vessels which are not designed for sport or recreational use may be permitted to use the Marina temporarily for the duration of time necessary under such circumstances. Such a state of emergency does not exempt such vessel or its crew from complying with the Marina Rules and Regulations, such as the obligation to follow the indications and instructions of the Marina Staff, nor does it under any circumstances absolve the Vessel Owner of the obligation to make payment of any applicable fees as determined by the Marina.

RULE 13 – OTHER RULES GOVERNING THE MARINA

- 13.1 All Vessels must be well-maintained, sea-worthy, and capable of moving under their own power at all times. Vessel Owners must at all times ensure that their Vessel is safely and properly secured in a manner and position acceptable to the Marina and according to generally accepted seaman standards. The Marina shall have the right to enter and/or remove Vessels from their Berth or take other safety precautionary measures as deemed necessary in the event of an emergency. Subject to applicable law, the Marina shall not be responsible for any damage to any Vessel or other property of Vessel Owners caused as a result of such precautionary measures. The Marina reserves the right to board any Vessel in the event of any unsafe condition causing a prospective hazard to the Marina or surrounding vessels.
- 13.2 Every Vessel that is moored in the Marina must be maintained in good condition, including but not limited to working order, appearance, safety and floatation as determined by the Marina. If the Marina observes that a Vessel does not comply with the aforesaid conditions, the Marina will notify the Vessel Owner or person in charge and give them a period of five (5) working days to commence repair on the indicated defects failing which the Marina shall be entitled to remove the Vessel from the Marina at the Vessel Owner's expense and risk.
- 13.3 Any Vessel Owner is required to inform the Marina, before his Vessel's arrival or departure into the Marina, of any defect that could hinder the Vessel's seaworthiness, safety or manoeuvrability.
- 13.4 In the event a Vessel is requested to be moved from its location in the Marina, for reason in the interests of the Marina, its crew must comply with any instructions received from the Marina. In the event no crew are on board, the Marina can undertake the necessary operations itself without the right on the part of the Vessel Owner to claim reimbursement for the costs.
- 13.5 The Vessel Owner shall ensure that the Vessel is moored in a safe, proper and seaman-like manner and shall ensure that all mooring lines, hoses, power and the likes are neatly coiled and arranged on the pontoons (or in the dock box provided) so as not to cause any obstruction or danger to other persons. Mooring lines must be of good quality rope. Vessel Owners shall replace any worn or damaged lines at their own cost. All halyards, lines, ropes, rigging and sheets on their vessels shall be secured so as not to create a nuisance or hazard to others. Halyards shall be tied-off to eliminate noise. Dock lines shall be maintained in a safe and non-chaffed manner and be of adequate size for the Vessel. All Vessels shall be moored according to the suggested docking methods set out in the information package provided at the time of the execution of the Berthing Agreement.
- 13.6 All ancillary crafts (dinghies, wind surf boards, jet skis, and the like), equipment, gear, and supplies must be kept on the Vessel Owner's Vessel or in the dock boxes provided, and not at walk-on berths or elsewhere in

- the Marina. The Marina shall have the right to remove such craft, equipment, gear, or supplies left unattended in the Marina. The Vessel Owner shall take all necessary precautions with regard to the storage of inflammable gas and fuel to prevent the outbreak of fire or explosion on the Vessel. Vessel Owners must ensure that a sufficient number of fire extinguishers (as stipulated by the MPA boat license of an approved type and size fit) are kept on the Vessel, in easily accessible locations for immediate use in case of fire. The Vessel Owner shall not refuel Vessels in the Marina or anywhere on the Marina premises other than the Marina's refuelling facilities. Supplies, materials, accessories, equipment or gear of any kind shall not be stored anywhere within the Marina except in approved dock boxes. No fuel, lubricants or other flammable items in portable containers are to be stored in the dock boxes. The Vessel Owner shall not overload the box to such an extent that the storage box is damaged. The Vessel Owner shall be responsible for the condition of the storage box, including any damage incurred when entering or departing from the Berth. The Marina is authorized to enter the dock boxes in order to affect repairs, in the sole discretion of the Marina, when such entry is necessary for the safety of the Marina or Vessels.
- 13.7 All persons including vessel owner's, guests, as well as Vessels entering or departing from the Marina do so at their own risk. To the furthest extent permitted by law, no responsibility will be undertaken or accepted by the Marina for any loss, damage, or injury to persons or property while in the Marina or on a Vessel.
- 13.8 Vessel Owners shall procure that their Vessels shall not be operated in a dangerous or careless manner without consideration for other people or vessels in the vicinity. Vessel Owners must take care when navigating their Vessel in and out of the Marina (including passing the berths, slipways or the fuel dock) so as not to endanger and/or inconvenience other Vessels. Vessel Owners must comply with any direction or communication given by the Marina Office with regard to the movement of Vessels within the Marina. The speed limit within the Marina is a wake-less speed or four (4) knots, whichever is slower. Vessel Owners shall be responsible for any damage caused by wake and wash off their Vessel, whether intentionally or unintentionally caused, or arising from their negligence. Vessels cannot overtake another vessel in the Marina be it at the entrance, channel or other area. No Vessel shall proceed under sail in the Marina's basin.
- 13.9 Except when entering or leaving the Berth, main engines, power generating equipment and other noise making machinery shall not be operated between the hours of 5.00pm and 9.00am. Engines shall not be operated in gear while the Vessel is secured to the dock. Vessel Owners must use shore power when their Vessels are berthed in the Marina. Unnecessary operation of engines in the Berth is not permitted. No horns or warning devices may be sounded in the Marina except in cases of emergency or as may be necessary in the course of navigation.
- 13.10 If a Vessel Owner wishes his crew to have independent access to the Marina, he must apply in writing for and obtain a crew identity pass for each member of his crew. Crews without crew identity passes must be accompanied at all times by the Vessel Owner. Crew passes shall be issued at the discretion of the Marina subject to the payment of an administrative fee as may be determined by the Marina. Crew identity passes are not transferable and must be produced when requested by any Marina Staff. A crew identity pass may be withdrawn by the Marina if, in the opinion of the Marina the crew is guilty of any misconduct or fails to observe these Marina Rules and Regulations, the Berthing Agreement, the Marina Rules and Regulations.
- 13.11 Unless agreed upon in writing by the Marina and subject to payment of annual fee that may be implemented by the Marina from time to time, the Vessel Owner or crew member shall not, and shall not permit any person to, reside within the Marina or aboard the Vessel, or use the Marina or Vessel as their legal domicile or as a place of residence. The address of the Marina can only be used as a forwarding address to receive mail, provided that the name of the Vessel should be clearly stated in the received mail. The Marina shall be entitled to request and reasonably require any Vessel Owner or crew member to provide documentary evidence showing that he or she has a permanent residential address in Indonesia.
- 13.12 Crews must be neatly and appropriately dressed. Crews are allowed to work only on the Vessel they are assigned to as indicated on the crew identity pass. Crews working on a non-designated Vessel can lead to

- non-renewal or cancelation of the Berthing Agreement and or removal of the crew from. The non-Indonesian crews who do not possess a valid work pass will be reported to the Competent Authority. If a crew ceases to be employed by a Vessel Owner, the Vessel Owner shall immediately notify and return the crew identity pass to the Marina.
- 13.13 The Vessel Owner cannot employ any former Marina Staff during such Marina Staff's restricted six (6) months period pursuant to the provisions of that Marina Staff's employment.
- 13.14 Major construction or repairs, painting or complete overhaul to a Vessel shall not be permitted while that Vessel is moored in the Marina. The Marina shall determine in its sole and absolute discretion as to what constitutes "major construction or repairs". No hot work may be carried out on any Vessels in the Marina. Only cleaning, minor running repairs, and maintenance may be carried out on any Vessels in the Marina provided that the same does not cause any nuisance or annoyance to other users of the Marina. Cleaning or repair of equipment shall not be carried out on the pontoons. Vessel Owners shall be responsible for the tidiness and cleanliness of the areas adjoining their Berths.
- 13.15 All third party contractors, service organizations, or individuals permitted to undertake work in the Marina are required to be registered with the Marina and obtain a "Work Permit" pass from the Marina Office which is subject to the prevailing terms and conditions herein including the presentation of third party liability insurance and paying any fee as may be prescribed by the Marina. The Marina may charge an annual fee for the aforementioned Work Permit passes, Induction Training, Risk Assessment and other administrative requirements, at its sole and absolute discretion. Contractors, staff and or crew cannot, under no circumstances, violate the relevant legislation concerning working in Indonesia.
- 13.16 Dock steps may be placed on the finger and must be no wider than one-half the width of the finger and no longer than five (5) feet and placed such that it does not hinder the neighbouring Vessel. Dock wheels may be added with prior approval of the Marina.
- 13.17 Children under the age of twelve (12) years are not permitted on the pontoons at any time without parents or guardians. Non-swimmers or toddlers must wear life jackets when on the docks, boat decks and boardwalk.
- 13.18 The operating hours of the buggy service for Vessel Owners and their guests to and from the clubhouse to the Marina shall be determined by the Management and are subject to change without notice. The latest operating hours are posted in the Schedule of Operating Hours available at the Marina's reception.
- 13.19 No person shall do the following within the Marina, without the Marina's prior written approval:
- a) Display unauthorized advertising signs such as "for sale", "for lease" or "for charter" signs;
 - b) Hand out leaflets, fliers or any kind of informative documents, or carry out surveys;
 - c) Conduct press reporting or video filming or photographing for non-private use;
 - d) Light fires, BBQ's bonfires or use lamps with naked flames; in the event the Marina's prior written approval is obtained, such fire shall be carefully controlled at all times to as to ensure that they do not cause any nuisance or annoyance to any other users of the Marina premises or to any person residing in the vicinity.
 - e) Collect shells or seafood, or to fish;
 - f) Water-ski, bathe or swim;
 - g) Scuba dive and other underwater activities, unless it is in-line with the rules & laws set by MPA and any other Competent Authority and respecting the safe-workplace practice;
 - h) Use drones or similar remotely operated devices;
 - i) Use public address systems and other music systems;
 - j) Hold meetings, conferences or events;
 - k) Walk any type of animal that does not conform to the rules of security and hygiene established by the current legislation or that commits any of the following:

- I. being the carrier of parasitic illness, bacteria or anything of a similar type that affects the human race in a detrimental way;
- II. in the case of dogs or other animals of a similar type that are not properly on a leash or are not wearing a muzzle;
- III. causes acoustic disturbances to other users of the area where the animal is found;
- IV. creating a danger to the safety of the users of the Marina; or
- V. failure by the owner of the animal to collect and properly dispose of any excrement.

If any of the above were to be committed, the Management can restrict the animal in question from access to the Marina in the entirety or in part, if it is deemed pertinent to safeguard the rights of other users of the Marina;

- l) Camp, gather or have a picnic or a party on the pontoon.

- 13.20 The placing of fishing traps, nets, etc., in the Marina is strictly prohibited. All such fishing traps, nets etc. will be confiscated without compensation and the Marina reserves its right to take action against the perpetrators.
- 13.21 The Vessel Owner shall take particular care to ensure that his shore-power connection is properly wired and connected. It is strictly prohibited to alter and/or modify the electrical pedestal. The Owner shall be responsible for any damage caused to the electrical facilities due to poorly executed or negligent connections.
- 13.22 Pets must be kept on a leash at all times and transported directly from the Marina Clubhouse to the Vessel. Vessel Owners are to exercise discretion at all times so as to ensure that pets do not become a nuisance or danger to other vessel owners or their guests. Vessel Owners are to pick up after their pets.
- 13.21 The Marina shall be entitled to take appropriate measures to rectify any breach of the aforesaid rules and/or to report the same to the Competent Authority. Persistent breaches of the aforesaid rules shall result in the offender being prohibited access to the Marina.

RULE 14 – REQUIREMENT OF A VESSEL OWNER

14.1 A Vessel Owner shall be required to:

- a) Comply in all instances with the orders or instructions of the Marina Staff as well as these Marina Rules and Regulations.
- b) Respect all installations be they for public or private use.
- c) Be responsible for any damage to person or property caused by the Vessel, Vessel Owner or crew members and guests including the costs of repair and the indemnification of the Marina for any such damages.
- d) Maintain in appropriate condition the mooring material, ropes, protective bumpers or fenders, etc., as well as due consideration in the use of the Berth and other installations, including maintaining them in good condition and good working order.
- e) Equip the Vessel with appropriate ropes, fenders, berthing equipment and other materials necessary for safety and hygiene as may be determined by the Marina.
- f) Comply with maritime safety measures, as mandated by the Competent Authority.
- g) Comply with the applicable rules of Vessel installations as well as conducting inspections, periodic revisions and maintenance. The Marina reserves the right to reject admission of Vessels which does not comply with all of the aforesaid.
- h) Be or to have a person in charge of the Vessel who is easily contactable. The Vessel Owner must provide the Marina with the name and location of the person responsible for all Vessel, Marina and official issues

RULE 15 – RESTRICTIONS

- 15.1 No person shall conduct the following activities, unless prior approval has been granted by the Marina or the relevant Competent Authority:
- a) Advertise and/or arrange for the rental of the Vessel or booking of short-term accommodation on the Vessel through any means whatsoever, including but not limited to activity booking, accommodation and/or home sharing platforms (including Airbnb, Klook and TripAdvisor).
 - b) Have on board any unregistered firearms, explosives of any kind except the regulated safety flares and signals, fuel reserves and gas cylinders or any items not authorized by the Competent Authority.
 - c) Carry out works or activities on board the Vessel which may result in disturbance or danger to other Marina users.
 - d) Keep engines running while the Vessel is moored to the Berth, with the exception of generators.
 - e) Leave halyards slack in such a way that they hit against the mast.
 - f) Drop anchor in the Marina, channels or waterways of the Marina, except in the case of emergency or with prior authorization.
 - g) Connect to the Marina electricity and water supply without prior authorization.
 - h) Use any type of unregistered vehicle with an engine on the pontoons. The Marina has trolleys and golf carts specially designed for this purpose.
 - i) Use any type of E-scooters, bicycles, skate boards, roller blades, private trolleys unless prior approval has been granted by the Marina.
 - j) Make noise, sounds or vibrations which could disturb other Marina users, including operating noisy, noxious or objectionable engines, radio, or other apparatus within the Marina or Clubhouse premises so as to cause any nuisance or annoyance to the Marina, to any other users of the Marina or Marina premises or to any person residing in the vicinity and the Vessel Owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend as aforesaid. Under no circumstances should the aforementioned emissions exceed 65 decibels between the hours of 7.00am and 10.00pm. After 10.00pm and until 7.00am the following morning it is prohibited to emit any type of noise, sound or vibration.
 - k) Install aerials of any kind on the Berths.
 - l) Cook, do laundry, shower and perform any other similar or ancillary activities, or any other activities the Marina deems to be inappropriate and/or prohibited on the pontoons.
 - m) Use or discharge on-board lavatories while the Vessel is in the Marina basin, except where the Vessel has a re-circulating or holding tank lavatory system. The Vessel Owner may arrange for guests to use the lavatory facilities at the Marina's clubhouse.

SECTION 11

FUEL SUPPLY

RULE 16 – FUEL SUPPLY

- 16.1 The Marina has a dedicated fuel dock for use by Vessels. The fuel supply will be operated directly and exclusively by Marina Staff. Strict compliance with the safety terms and conditions is required, and violations of the safety rules can lead to permanent refusal of service.
- 16.2 The prevailing prices of gasoline and diesel are posted on the designated notice board and are available upon request. Only Vessels with valid port clearances for departure within the next twenty-four (24) hours can be exempt from prevailing government tax as permitted under Indonesia laws.

Request of the Service

- 16.3 Vessels should make a reservation (VHF Ch. 77 or duty phone) for the fuel service. Vessels without reservation can be requested to vacate the fuel dock to give priority to a Vessel with reservation.
- 16.4 Once the Vessel is properly moored, a request for service shall be carried out in the following manner:
- a) The Vessel Owner should communicate to the Marina Staff his/her fuelling requirements. The Vessel Owner is the responsible party regarding the selection of the fuel, i.e., petrol or diesel.
 - b) The Marina Staff would confirm the supply repeating clearly the Vessel Owner's requirements.
 - c) The Vessel Owner should open the fuel stopper and indicate the location.
 - d) The Marina Staff approaches with the fuel dispenser, waiting until the Vessel Owner agrees with the aforesaid procedures. (To proceed, the Vessel Owner may be required to allow the Marina Staff to come on board, if necessary).
 - e) Once the fuel delivery is complete, the Vessel Owner proceeds to the Marina Office for payment .
- 16.5 Restrictions
- a) The supply of fuel is expressly prohibited in the whole Marina except on the fuel dock. Self-fuelling is prohibited.
 - b) The payment of fuel will take place, in all instances, at the time of supply. Credit is not allowed except for Vessel Owners being in good standing status as determined by the Marina in its sole and absolute discretion.
 - c) The fuel dock operating hours are from cash sales is 9.00am till 7.00pm.
 - d) Smoking whilst administering fuel in the area in and around the fuel dock, or in areas where fuel tankers are supplying, is strictly prohibited.
 - e) The Marina will deny supply of fuel if any of the aforesaid restrictions are breached or if the Marina suspects that the restrictions could be breached during or after the fuel supply.
 - f) The Marina can temporarily limit or cancel the supply of fuel. Any unmanned Vessel will not be sold fuel within The Marina.

SECTION 12

RESPONSIBILITIES & LIABILITES

RULE 17 – RESPONSIBILITIES & LIABILITES

- 17.1 The Berthing Agreement is a licence granting the right to use of berthing space only, such space to be used at the sole risk of the Vessel Owner. Subject to applicable laws, the Vessel Owner agrees to hold the Marina harmless and free from, and waives any right against the Marina for any and all liability for any damages, theft, or loss of whatever kind or nature to the Vessel or other vessels, the contents thereof including, without limitation equipment, fittings and fixtures including the consequences of any power interruption (including, to the extent permitted by law, death and/or personal injuries) suffered by the Vessel Owner, the Vessel Owner's family, Crew, guests or their property whether caused by the negligence of the Marina Staff (including in providing any services such as launching, recovery and flushing in relation to dry storage), any customer of the Marina or their guests or agents using the Marina facilities, or caused by third parties, storms, or acts of God.
- 17.2 The Vessel Owner agrees that in the event the Vessel Owner, the Vessel Owner's family, or any of the Vessel Owner's agents, guests, business visitors or crew cause any damage or loss to the Marina's buildings, Island buildings, docks or equipment, or to the belongings of any customer of the Marina, or guests thereof, the Vessel Owner shall be liable for the said damage or loss. The Vessel Owner further agrees to indemnify,

- defend and hold harmless the Marina from any such damage or loss suffered including but not limited to all legal costs incurred. Under all circumstances, guests and users of the Marina enter the Marina premises at their own risk.
- 17.3 Prior to the commencement of the Berthing Agreement, the Vessel Owner shall furnish the Marina with evidence of such insurance obtained in accordance with Rule 20.1 and such other insurance as may be required by any Competent Authority and shall renew or replace such insurance upon its expiry or termination. Should the said insurance not cover the cost of repair or loss, then such cost shall become part of the Vessel Owner's debt due to the Marina and be treated the same as any other sum or sums due under the terms of the Berthing Agreement.
- 17.4 Third parties or other users of the Marina services and/or the Marina installations who, by act or omission, through fault or negligence adversely affect the provision of any Marina services, agrees to fully indemnify the Marina in respect of damages caused to the Marina or titleholders of the service affected.
- 17.5 Persons who have the authority to enter the Marina premises to exercise any function, task or job, and all other service providers in the Marina, must comply with the provisions on matters of risk prevention in the workplace and must be covered by the relevant insurance (including but not limited to accidents, civil responsibility and fires, repair of damages, and effects caused by the cessation of services e.g. breakdown, accidental damage or wrongful manoeuvres) for the provision of said service.
- 17.6 The Marina is duty-bound to report to the Competent Authority any incidents that occur in relation to the protection and preservation of properties and the provision of services. To that end they must report any legitimate information and supply information given by third parties.
- 17.7 Third parties and Marina users that, as a consequence of the running of the Marina's public services, suffer damage to their properties or interests directly attributable to the Marina, must deposit their petition in writing and in an incontrovertible manner to the Marina, and if such a petition is not attended to within a period of thirty (30) calendar days, the injured party will be able to exercise appropriate legal actions.
- 17.8 The Vessel Owner shall notify the Marina of any unsafe or hazardous conditions that come to his attention. The Vessel Owner shall notify the Marina immediately of damage or defect to any part of the Berth.
- 17.9 Disorderly or indecorous conduct within the Marina premises is strictly prohibited. Vessel Owners are responsible for the conduct of their family, guests, servants, agents, and crew while they are in the Marina, and for ensuring that such persons observe the provisions of these Marina Rules and Regulations. The Vessel Owner acknowledges that he shall not enter any illegal or immoral activities on-board the Vessel while the Vessel is moored at the Marina and further agrees to procure that such activities are not carried out by any guests or crew.
- 17.10 No person shall obstruct or interfere with any Marina Staff in the execution of his duties. Any Marina Staff shall have the right to request persons to identify themselves while within the Marina.
- 17.11 If the Marina shall obtain legal counsel or bring an action or proceedings against the Vessel Owner by reason of the breach of any provision of the Berthing Agreement, these Marina Rules and Regulations, , the Vessel Owner hereby agrees to indemnify the Marina for all the legal costs incurred.

RULE 18 – FINES

- 18.1 The Management can issue fines to the Vessel Owners or crew for repetitive violation of any of the Marina Rules and Regulations. The Management will not issue those fines lightly but as an ultimate tool to rectify behaviour or situation that is considered a nuisance.

- 18.2 The Vessel Owner or crew will be informed in writing of the violation (specific rule) and the motivation of the Management to fine the Vessel Owner crew. This fine can be levied with the charges for clean-up, repair and other costs related to the violation.
- 18.3 The Vessel Owner has the right to appeal. This appeal should be done in writing with a clear motivation why the boat owners consider the fine unfair. The Management could consider hearing the boat owner or crew.

SECTION 13

ENVIRONMENTAL EFFECTS

RULE 19 – ENVIRONMENTAL EFFECTS

- 19.1 All waste, oil, grease, water from bilges and other contaminants (including hazmat waste and recyclable waste) must be deposited in respective bins or receptacles provided by the Marina.
- 19.2 Dumping or littering of all substances (including but not limited to oil, fuel, paint, chemicals, pollutants, dangerous, inflammable, poisonous or noxious substances) on the Marina grounds or in the Marina waters is strictly prohibited. Rubbish must be deposited in the bins. Dumping of oil, oil filters, or other similar residual liquids is to be carried out at the solid waste management area. Any waste oil is to be placed in a properly sealed container and taken directly to the allocated oil disposal area near the bins centre. Waste oil is not to be placed in the rubbish bins. Dumping water that contains oils, hydrocarbons, suspended matter, plastic or any type of waste regardless of whether it has contaminating products into the grounds or waters of the Marina is strictly prohibited.
- 19.3 The polluter will be wholly responsible for the cleaning costs and repair, and likewise incur any possible sanctions that may arise, in accordance with the infractions outlined by the Competent Authority. The Marina is authorized to order the appropriate cleaning and repair, and allocate the cost to the polluter.
- 19.4 Environmental incidences caused by the Vessel Owner, his family, guests or crew as a result of negligence, or lack of preventive measures or due to non-compliance with these Marina Rules and Regulations, shall entitle the Marina to terminate the Berthing Agreement or the Work Permit issued by the Marina Office (where applicable).
- 19.5 The collection of rubbish generated by Marina users will be carried out by means of the litterbins designated recycle points expressly provided for that purpose by the Marina. Vessel Owners can call the Marina Staff for unregularly waste removal or recyclables for collection.
- 19.6 The Marina facilitates the collection of rubbish and residue of Vessels exceeding 300 TRB in accordance with the directives of the Regulation IMO 656E for the management of rubbish of these Vessels. Consequently, it will issue the corresponding certificate to the interested party.

SECTION 14

INSURANCE

RULE 20 – INSURANCE

- 20.1 The Marina has a third party insurance coverage sufficient to cover their liabilities for the running of the Marina and its activities. The Vessel Owner shall insure his Vessels adequately against loss or damage howsoever caused and shall maintain third party insurance in respect of himself and each of his Vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum of not less than Singapore Dollars Five Hundred Thousand (S\$500,000) or minimum insured sum required by the insurance broker, whichever is higher in respect of each accident or damage and in respect of each Vessel adequate salvage insurance.

Such insurance shall be affected and maintained at an insurance office of international repute and the Vessel Owner shall produce the policy or policies to the Marina on demand.

- 20.2 The Marina is entitled to demand Vessel Owners or any third parties operating in the Marina at any time to furnish their valid insurance documentation. In the event the insurance requirements are not satisfied, the Marina is authorized to terminate any activity without any compensation.
- 20.3 The Marina is authorized to procure third party liability insurance on behalf of the Vessel Owner or any third party (at the Vessel Owner's or third party's costs) if such Vessel Owner or third party fails to present a valid third party liability insurance when entering the Marina or starting an operation and/or activity.

SECTION 15

AVAILABILITY AND DISSEMINATION OF THE MARINA RULES AND REGULATIONS AND ITS UPDATING

RULE 21 – PROMULGATING THE MARINA RULES AND REGULATIONS

- 21.1 A copy of these Marina Rules and Regulations can be accessed on the ONE°15 Marina Nirup Island website at <https://one15marina.com/nirupisland/> and will at all times be made available at the Marina Office at the request of the Marina users. A copy of these Marina Rules and Regulations will be handed over to the Vessel Owner to be acknowledged while signing the Berthing Agreement.
- 21.2 The Marina reserves the right to modify these Marina Rules and Regulations from time to time. Such notice shall be provided by displaying the changes on the Marina Announcement Notice Board, during the "Boater's Meeting" or by notice to Vessel Owners. The modified Marina Rules and Regulations shall take effect fourteen (14) days after the notice is posted or the announcement is made.

SECTION 16

NOTICES AND DISPUTE RESOLUTION

RULE 22 – NOTICES

- 22.1 Every Vessel Owner must furnish the Marina with his residential address (or company address in the case the Vessel Owner is a company) and correspondence address in the event of any change. Failure by any Vessel Owner to update the Marina in writing of the aforementioned changes shall constitute a violation of these Marina Rules and Regulations.
- 22.2 Every Owner must furnish the Marina with his email address and contact number in the event of any change. Failure by any Vessel to update the Marina in writing of the aforementioned changes shall constitute a violation of these Marina Rules and Regulations.
- 22.3 The Marina shall rely on the residential address and contact details provided by the Vessel Owner to communicate Monthly Statements, service of process (including but not limited to notice of originating summons) and other notices. Any notice given to a Vessel Owner (other than general notices for avoidance of doubt including service of process, including but not limited to notice of originating summons) shall be in writing and shall be delivered personally or sent by registered post to that address set out below or sent by electronic mail (or to such address or email address of which notice has been received by the Marina prior to dispatch) and shall be deemed to have been duly given if personally delivered, upon delivery at the address of the relevant party, if sent by post, at the commencement of the third working day after the date of posting,

and if sent by electronic transmission, at the time of transmission. Where delivery by hand or by electronic transmission occurs after 6pm on a working day or on a day which is not a working day, service shall be deemed to occur at 9am on the next following working day.

RULE 23 – DISPUTE RESOLUTION

23.1 These Marina Rules and Regulations shall be governed by and construed in accordance with the laws of Indonesia. The parties agree to submit to the non-exclusive jurisdiction of the courts of Indonesia.

RULE 24. THE ENVIRONMENTAL POLICY FOR ONE°15 MARINA

24.1 **The ONE°15 Marina** is committed to minimising the impact of its activities on the environment. This Policy Statement sets out how we will work towards achieving our environmental objectives.

- a) We will meet the environmental legislation that relates to the operation of the clubhouse and berthing area, and where possible identify opportunities to adopt best practice over and above the minimum legislative requirements.
- b) We will ensure that Marina safety boats are fuelled safely and responsibly to avoid spillages and pollution. All safety boats will carry a spill kit. Safety boat drivers will be trained in refuelling good practice and the use of spill kits.
- c) We will minimise the use of electricity in all of our activities. For example; turning off lights, replacing old light bulbs with energy efficient models.
- d) We will minimise the use of water in all of our activities. For example; fitting hoses with automatic trigger nozzles and turning off taps when not in use.
- e) We will minimise the creation of waste. For example; we will only print and photocopy if absolutely essential and then print double-sided.
- f) Where possible, we will use email rather than printed materials to communicate and promote our activities.
- g) We will recycle as much waste as possible by providing adequate clearly labelled bins and increasing our waste and recycling bins and/or collections during busy times.
- h) We will provide suitable containers for the disposal of hazardous waste streams.
- i) We will endeavour to take a sustainable approach to running events.
- j) We will publicise our environmental commitment and promote sustainability amongst our customers and visitors on our website and Marina notice boards.
- k) We will take the environmental credentials of our suppliers into account when procuring new products. By doing so we wish to encourage other organisations to integrate sustainability into their operations.
- l) We will measure our progress and review this policy on an annual basis.