

EMPIRE MARINAS CLUB TERMS AND CONDITIONS

1. Introduction

1.1 These Terms and Conditions, as amended from time to time, and any rules published by the Empire Marinas Club from time to time ('Club Rules') govern all aspects of the Empire Marinas Club

1.2 These Terms and Conditions form the basis of the Empire Marinas Club. They are intended to protect you as a Member of the Empire Marinas Club, and Empire Marinas.

1.3 In the event of any conflict between these Terms and Conditions and the Club Rules, these Terms and Conditions shall prevail.

1.4 Your membership in the Empire Marinas Club will be governed by these Terms and Conditions and the Club Rules, and it is your responsibility to read and understand them. Further clarification can be obtained from Empire Marinas.

1.5 Each Member of Empire Marinas Club is responsible for remaining aware of the Terms and Conditions and the Club Rules.

1.6 These Terms and Conditions are effective as at the date of publication (March 2008) and may be amended from time to time at the absolute Discretion of Empire Marinas.

1.7 Every effort has been made to ensure the information provided in relation to The Empire Marinas Club is correct. However, to the extent permitted by law, Empire Marinas accepts no responsibility for any inaccuracy or misdescription.

2. Definitions

2.1 In these Terms and Conditions, unless the context otherwise requires:

'Benefits' means any of the facilities, discounts, services or arrangements offered or available to the Member from time to time as a result of membership in the Empire Marinas Club;

'Card' means The Empire Marinas Club membership Card issued to the Member;

'Empire Marinas' means Five Dock Point Marina & Brokerage Pty Ltd ABN 96583 935 277 trading as Empire Marinas.

'Facilities' means those areas of the applicable Empire Marina that have been identified in writing by Empire Marinas as forming part of the Empire Marinas Club Facilities and as amended from time to time by Empire Marinas in their absolute discretion.

'Member' means the person and who is a member of The Empire Marinas Club

3. Membership Types

3.1 Individual membership is open to individuals who are over 18 years of age and is not transferable without the written approval of Empire Marinas.

3.2 There are 3 classes of membership, being Silver, Gold and Platinum Membership. The criteria for qualification for each class of membership is at the discretion of Empire Marinas and may be changed from time to time at the discretion of Empire Marinas.

3.3 Only one membership per berth or mooring is allowable.

4. Changes to the Terms and Conditions or Club Rules

4.1 Empire Marinas reserves the right at all times to vary the Club Rules, the Empire Marinas Club Terms and Conditions or Benefits offered at any time.

4.2 Empire Marinas will use reasonable endeavors to advise Members of any such changes, but will not be liable in any way for any failure to do so.

4.3 Without limiting this clause 4 in any way, Members will be taken to have received notice of any changes to these Terms and Conditions if Empire Marinas notifies the Member of the change by any method including but not limited to by providing notice at an address provided to Empire Marinas by the Member and/or by posting details of the changes on the Empire Marinas Website at www.empiremarinas.com.au

5. Membership

5.1 Applicants may enroll for any one of the types of membership listed in clause 3, provided that the applicable requirements are satisfied.

5.2 Upon acceptance of enrolment in the Empire Marinas Club, each Member will be assigned a membership number user name and password. It is the Member's responsibility to ensure the username and password are kept secure.

5.4 Individual Members must enroll separately and may only hold one membership of The Empire Marinas Club.

5.6 Each Member shall be responsible for advising the Empire Marinas Club in writing of any change of name or address. Documentation verifying a name change is required. The Member's mailing address will be used to determine their eligibility for promotions and other offerings.

5.7 Empire Marinas will provide you with access to and correction of your personal information held by Empire Marinas on request by you to the extent permitted or required by law. Only the Member named on the account will be entitled to access account information. Where otherwise required by law, your account information may be shared with others with or without your knowledge and consent.

5.9 Membership will terminate automatically on the death of a Member.

6. Use of the Security Card and Benefits

6.1 By using the Membership and/or the Security Card, the Member agrees to be bound by the Terms and Conditions.

6.2 The Security Card is and will remain the property of Empire Marinas and must be returned on demand.

6.3 The Security Card and membership number are valid for use only by the Member and are not transferable unless approved in writing by Empire Marinas.

6.4 In the event of loss, theft or unauthorised use of your Security Card, it is your responsibility to immediately advise the Empire Marinas office. Until loss, theft or unauthorised use of the Security Card is notified to Empire Marinas, the Member is liable for all use of the Security Card. Empire Marinas will not be liable for misuse of a lost or stolen Security Card or any unauthorised use of a Username or Password. A fee will be charged for the replacement of lost, stolen and damaged security cards.

6.5 Empire Marinas expressly reserves the right in its absolute discretion to withdraw, cancel, withhold, deny access to, or use of, or in any way change the membership fee or any of the Benefits previously advertised or offered generally or to any Member at any time, and Empire Marinas will not be liable for any loss or damage suffered by the Member resulting from such withdrawal, cancellation, variation or change.

7. Not Used

8. Services of the Empire Marinas Club

8.1 Some of the Benefits which are offered to the Member are provided by suppliers over which Empire Marinas has no control. Arrangements for the availability and utilisation of the Benefits so offered are made by Empire Marinas solely as agents for the suppliers providing such Benefits. The provision of the Benefits will be subject, in each case, to the terms and conditions of the suppliers providing such Benefits and any claims relating to the supply of Benefits should be made to the supplier.

8.2 Whenever the Membership is used in order to obtain or utilise Benefits, or Benefits are made available to the Member as a result of membership, whether these are provided by Empire Marinas or a Empire Marinas Club supplier, the Member will be liable for any and all costs, charges, taxes, claims or liabilities of whatever nature and howsoever arising from or incurred in connection with obtaining or utilising the Benefits.

8.3 The user assumes all responsibility for all loss, damage or consequences resulting directly or indirectly from use of the Empire Marinas Facility equipment. To the extent permitted by law, Empire Marinas is not liable for any loss or damage suffered in respect of use of the Empire Marinas Facility equipment.

9. Termination

9.1 Empire Marinas expressly reserves the right to terminate or alter (materially or otherwise) any Benefits, or any aspect of the operation, of the Empire Marinas Club at any time, without notice.

9.2 The Empire Marinas Club reserves the right at any time in its absolute discretion and without notice to revoke the membership of any Member of The Empire Marinas Club and/or the right of any Member to use the Card or any Benefits. In the event the Card is cancelled, a proportionate refund will be made of the membership fee paid by the Member at Empire Marinas' discretion. The Card must be returned immediately to the Empire Marinas Club when so demanded by the Empire Marinas Club.

9.3 Any breach of these Terms and Conditions whether intentional or otherwise may result in termination of membership, cancellation of Benefits, or both, at the sole discretion of Empire Marinas.

9.4 Empire Marinas may terminate a membership if, in the reasonable opinion of Empire Marinas, the Member has:

- Abused any facilities, services or arrangements accorded to the Member as a result of membership in The Empire Marinas Club;
- Acted in any way which is likely to be detrimental to the interests of Empire Marinas or the Empire Marinas Club;
- Supplied or attempt to supply misleading information, or make any misrepresentation to The Empire Marinas Club.

10. Access to Facilities

10.1 Empire Marinas Club Members are entitled to access Empire Marinas Club Facilities to the extent and during the hours advised by Empire Marinas.

10.2 Empire Marinas staff have the discretion to refuse entry to any Member or guest at any time for any reason deemed appropriate by Empire Marinas.

10.3 Empire Marinas Club Members guests under the age of 18 years must be accompanied by an adult when visiting any Empire Marinas Club Facility.

11. Empire Marinas Membership Rewards Programme

11.1 Membership of the Empire Marinas Club entitles Members to membership of the Empire Marinas Membership Rewards Programme

11.2 The Member's participation in the Empire Marinas Membership Rewards Program is at the discretion of Empire Marinas and subject to any terms and conditions imposed by Empire Marinas.

11.3 Empire Marinas may make changes to the empire marinas Membership Rewards Program at any time and are not responsible for any loss or damages as a result of these changes.

12. Governing laws

12.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New South Wales.