



CHAFFERS MARINA LTD

DEBT RECOVERY POLICY

PURPOSE

Chaffers Marina Ltd (CML) has legal authority to enforce the collection of unpaid debts and to impose penalties. This authority is established through the CML Berth Licence Agreement, the CML Berth Rental Agreement and the CML Bylaws, all of which are outlined in this policy document.

DEFINITIONS

Berth Holder means, for the purposes of these by-laws, a person who is:

- the legitimate licensee of a berth in the Marina under a Berth Licence; or
- the legitimate sub-licensee of a berth in the Marina under a current, valid sub-licence granted to that person by CML on such licensee's behalf, in accordance with the provisions of the relevant Berth Licence.

Fees means Licence fees, Asset Maintenance fees, Insurance fees, and Liveaboard and other fees set from time to time by CML under the Berth Licence Agreement and Berth Rental Agreement.

Licence Fee means the licence fee payable by the Licensee to the Licensor and described in the CML Berth Licence (9.0 Licence Fee) and the CML Berth Rental Agreement (as varied from time to time pursuant to clause 3.2).

Asset Maintenance Fee means the fee payable by the Licensee to the Licensor as set by CML.

Insurance fee means the insurance fee set by CML from time to time.

Liveaboard and other fees means the fees set by CML for persons living aboard vessels in the Marina and for other services provided by CML to Berth Holders and other persons utilising the Marina and its services.

Capital Contribution means the capital contributions raised by CML from time to time including the 2020 and 2024 Capital Contributions to fund the Long-Term Asset Management Plan.

POLICY

Shareholders: Under Clause 9 of the CML Berth Licence Agreement, Licence Fees shall be paid in advance without deduction or set off by equal six-monthly instalments. However, CML has granted Berth Holders a monthly Fees option under which invoices are issued monthly. Those monthly invoices are required to be paid within 7 days of the date of the invoice, with a late payment penalty applying at 60 days overdue. Capital Contributions payments are required to be paid within 20 days of the date of the invoice, with a late payment penalty applying at 60 days overdue.

Tenants: Under Clause 3.1 of the Berth Rental Agreement Terms and Conditions, All License Fees shall be paid without deduction or set-off by automatic payment to the Licensor's bank account or by credit card or direct payment as the Licensor may direct. Invoices are issued monthly and payment required within 7 days of invoice, with a late payment penalty applying at 60 days overdue.

PROCESS

The following steps outline the process CML will take for collecting all unpaid and outstanding debts:

- **After 30 days of invoicing**, CML will make direct contact with the customer to remind and request payment of all unpaid and overdue fees and capital contributions.
- **After 60 days of invoicing**, CML will issue a final notice for repayment, applying a one-off 10% late penalty fee to all overdue amounts, and a \$100 + GST administration fee. Payment must then be made within seven days. In addition to these fees:
 - a) access cards and car parking rights will be suspended; and
 - b) if the debtor is a liveaboard (LAB), their liveaboard privileges will also be suspended.

These conditions will remain in force until all overdue amounts are paid and up to date.

If payment is not received (or some other arrangement agreed) within seven days of issuing the final notice, CML will initiate the necessary steps to recover the outstanding debt. These steps may include engaging a debt collection agency, commencing legal action, placing a lien against the debtor's vessel, and, if applicable, permanently revoking the debtor's liveaboard (LAB) status. All other actions described above will remain in force until all payments and associated costs have been recovered.

Date of Review: 30/06/2025

Date of Next Review: 30/06/2027

Reviewed by: (Operations Manager)

(CML Board Chairman)

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