

# RENTAL MANAGEMENT AGREEMENT

## AGREEMENT BETWEEN

### PARTIES

Bayswater Marine Limited  
("Manager")

AND

The Licensee named in the Schedule  
("Licensee")

### INTRODUCTION

The Licensee of the Berth described in the Schedule ("Berth") wishes to:

- Sublet (rent out) the Berth;
- Appoint Bayswater Marina Services as its manager to arrange the subletting of the Berth.

### AGREEMENT

#### 1. Appointment as Manager

The Licensee hereby appoints the Manager as its agent for the purposes, and on the terms and conditions, set out in this agreement.

#### 2. Term of Appointment

The appointment as agent shall be effective for the term set out in the Schedule. The Licensee may terminate the appointment of the Manager as its agent by giving to the Manager not less than 90 days' written notice of such termination. The termination of the Manager's appointment will, subject to this clause, take effect from the termination date specified in such notice.

#### 3. Remuneration Basis

As remuneration for its services, the Manager shall be paid a management fee of 15% (including GST) of any rental collected by the Manager in respect of the Berth ("Management Fee").

The Manager shall pay rental received from the Berth, monthly in arrears, after deduction of the Management Fee and any other sums due by the Licensee to the Manager, by 'Direct Credit'.

#### 4. Basis of Subletting

- The Manager shall take all reasonable steps to sublet the Berth on the following terms:
- The Berth will be sublet, subject to adequate demand, to casual users on such terms and conditions, and at the sole discretion of the Manager.
- The Manager will, subject to adequate demand, take all reasonable steps to sublet the Berth at the then current Manager's applicable rates.
- The Manager is acting as the Licensee's agent only and shall only be obliged to account for rental actually received. The manager shall not be liable if it is unable to sublet the Berth for all or part of the Term, or is only able to sublet the Berth at a reduced rate of rental.
- The Manager shall not be liable to the Licensee for any default on the part of sublessees in respect of non-payment of rent.

#### 5. Loss or Damage

The Manager shall have no obligation or liability for any loss of, or damage to, any property of the Licensee, nor shall the Manager be under any obligation or liability in respect of any loss, damage, costs, or expenses ("Losses") incurred and arising from the subletting of the Berth and the Licensee hereby indemnifies the Manager against such Losses.

#### 6. Transfer of Berth

The Licensee will immediately notify the Manager in writing of any sale, or unconditional agreement to sell, the Berth to any third party purchaser ("Purchaser"). Such written notice ("sale notice") shall specify whether or not the Purchaser wishes to appoint the Manager as its agent for the purposes set out in this agreement.

If the third party does not wish to appoint the Manager as its agent for the purposes set out in this agreement, this agreement shall terminate with effect from the date being 60 days after the date of the sale notice. If the Purchaser wishes to appoint the Manager as its agent for the purposes set out in this agreement, this agreement shall terminate with effect from the later of:

(a) the date that the Purchaser enters into a new agreement with the Manager in respect of the appointment of the Manager as its agent for the purposes set out in this agreement; and

(b) the date of settlement of the sale and purchase of the Berth.

## SCHEDULE

### 1. Berth Number :

### 2. Term

*(Tick box to indicate which option applies. If neither ticked, the second option shall apply.)*

#### Option 1 ☐

A period commencing on / / and expiring on / / inclusive.

#### Option 2 ☐

A period commencing on / / and, subject to clause 6, continuing until terminated by the Licensee by giving to the Manager not less than 90 days' written notice of termination. The termination of the Manager's appointment will, subject to this paragraph, take effect from the termination date specified in such notice.

### 3. Licensee

**Name :**

**Address :**

**Phone Nos :**

**Bus :**

**Home :**

**Mobile :**

.....  
Signed by or on behalf of the **Licensee**.

.....  
Signed on behalf of **Bayswater Marine Ltd**

Dated the                      day of    2025