

THIS DEED is made this

BETWEEN: **(INSERT NAME OF SHIPBUILDER AND A.C.N.)**

of **(INSERT ADDRESS)**

Shipbuilders (hereinafter called "the vendors") of the one part

AND **(INSERT NAME OF ASSOCIATION & SQUADRON)**

Volunteer Marine Rescue Association Qld. Inc.

A. B. N. 46 387 273 867

of **(INSERT ADDRESS)**

G P O Box 1425

BRISBANE QLD 4001

(hereinafter called "the purchaser") of the other part

For & On Behalf Of :

WHEREAS the vendors have agreed to build for the purchaser and the purchaser has agreed to buy the vessel hereinafter described for the sum of **(INSERT SUM AMOUNT IN WORDS)**

(INSERT SUM AMOUNT IN FIGURES) (\$) to be paid in the manner hereinafter appearing.

AND IT IS AGREED AS FOLLOWS

AGREEMENT TO BUILD

1. That the vendors shall build for the purchaser of the best material and workmanship, the hull and engines of one vessel in accordance with the specifications hereto annexed. (**ATTACH SPECIFICATIONS / ADDENDUMS & AMENDMENTS TO CONTRACT**).

The vessel is to be known as No. (**INSERT NUMBER**)..... in the vendors' Yard.

BUILT TO SATISFACTION OF PURCHASER AND DATE FOR DELIVERY

2. The vessel and machinery shall be built under the superintendence and to the satisfaction of the purchaser and any person for the time being appointed by it (**See First Schedule**) who shall at all times during usual working hours have free access to the premises where the vessel and machinery are being built, and shall be delivered ready for sea in a usual convenient place at (**INSERT PLACE**)
- by the day of 2001.

PRICE

3. The purchaser shall pay for the vessel the sum of

(INSERT SUM AMOUNT IN WORDS)

(INSERT SUM AMOUNT IN FIGURES) \$

payment to be made as set out in the First Schedule.

VESSEL AND MATERIALS TO BECOME PROPERTY OF PURCHASER

4. The vessel as she is constructed and all materials from time to time intended for her whether in the building, yard or workshop of the vendors, river, dock, or elsewhere shall immediately become the property of the purchaser, and shall not be within the ownership or disposition of the vendors, but the vendors shall at all times have a lien thereon for their unpaid purchase money whether the vessel is on the premises where she is being constructed or launched or lying in the river or dock. When the purchase money or any part thereof is paid by cheque or bill the vendors shall have a lien on the vessel until such is met.

POWER TO PURCHASER TO COMPLETE ON DEFAULT

5. In the event of the vendors making default in proceeding with the construction of the vessel and her engines, it shall be competent for (but not incumbent upon) the purchaser to take possession of the vessel in her then state and all materials intended for her as before mentioned, and to complete the vessel and her engines, and for this purpose with power to enter into any contract with other ship builders and to use the yard, workshop, machinery, plant and tools of the vendors. The cost incurred by the exercise of any of the powers of this clause shall be deducted from the purchase money then unpaid if sufficient and if not sufficient shall be made good by the vendors.

VESSEL AT RISK OF VENDORS UNTIL DELIVERY

6. The vessel shall be at the risk of the vendors until handed over to the purchaser, and the vendors shall forthwith effect an insurance policy and shall keep the vessel insured for an amount at least equal to the purchase money then paid. Within seven (7) days of the date of execution of this Deed by both parties hereto, the vendors shall provide evidence to the satisfaction of the purchaser of the insurance effected by the vendors.

ALTERATIONS

7. The purchaser shall be at liberty to require any alterations or additions to be made to the vessel or her engines, or any work to be added or omitted provided they do so in writing to the vendors, and an addition to or an abatement from the purchase money shall be thereupon allowed.

TRIAL TRIP

8. The vessel and her engines shall be built in accordance with the specifications referred to in clause 1 (which are part of this contract) of the best materials and workmanship and finished in a substantial and workmanlike manner complete in every detail, the vessel when thus completed with engines fitted on board shall be taken out for a trial trip **(if desired specify extent of trip)** 6 hours and for adjustment of equipment and fittings and the expense of such trial trip shall be borne by the vendors.

EXTENSION OF TIME

9. In the event of any delay brought about by fire, storm, tempest, or any act of God, shortage of labour, strikes, total or partial lock-outs, war, inevitable accident, change of circumstances or any cause whatsoever beyond the vendor's control arising before or after the date of this contract which directly or indirectly affects or interferes with the commencement or continuance of the construction of the vessel and her engines, including, but not limited to, directly or indirectly affecting the supply and delivery of materials, fittings and appurtenances, and the preventing or interrupting of work at the vendor's yard or on the vessel, or in the event of delay caused by alterations in terms of clause 7 hereof, the vendors shall be allowed an extension of time of one day for each day of delay so caused.

VENDOR'S RIGHT TO INTEREST AND POWER OF SALE

10. In the event of any instalment remaining unpaid by the purchaser for fourteen (14) days after becoming due, the vendors shall be entitled to interest thereon at two percentum (2%) over the current Commonwealth Trading Bank of Australia rate, and shall be at liberty to sell the vessel as she may then lie or may complete and sell her after her completion, using for the purposes of completion and holding, pending completion, all plans, specifications, details, drawings and other things in their possession necessary or reasonably required for such completion, and any loss on such resale shall be made good by the purchaser.

ARBITRATION

11. Any and every dispute difference or question between the parties hereto which shall at any time arise during or after the construction of the vessel relating to the rights, duties or obligations of either party hereunder, shall be referred to the arbitration of two persons (one to be appointed by each party to the dispute difference or question) or their umpire. This agreement shall be deemed to be a submission to arbitration within the Commercial Arbitration Act 1990 (Qld) or any statutory provisions for the time being in force.

DEFECTS

12. If any defective workmanship or material shall be discovered in the hull or machinery of the vessel within twelve (12) months after the trial trip, fair wear and tear excepted, and notice in writing of the same be at once given to the vendors, the vendors shall either repair and make good the same, or pay a sum equal to the cost which the vendors would have incurred in repairing or making good the same at their yard at **(INSERT PLACE OF YARD)**, but the vendors shall in no case be liable for detention consequential or other damages or for any defects in either original or substituted work or material which shall appear after the said period of twelve (12) months.

FIRST SCHEDULE

13. Price & Payment

PAYMENT 1.

10 % of contract price upon signing of contract and delivery of general arrangement and construction drawings approved by the Qld Department of Transport and where applicable the VMRAQ appointed Marine Surveyor. \$

PAYMENT 2.

A further 20 % of contract price upon completion of all hull mouldings and presentation of appropriate survey documents and where applicable approved by the VMRAQ appointed Marine Surveyor. \$

PAYMENT 3.

A further 20 % of contract price upon completion of all cabin and superstructure mouldings and presentation of appropriate survey documents and where applicable approved by the VMRAQ appointed Marine Surveyor. \$

PAYMENT 4.

A further 35 % of contract price upon completion of fit out, including motors and trailer and vessel being made ready for sea trials and presentation of appropriate survey compliance certificates and where applicable approved by the VMRAQ appointed Marine Surveyor.. \$

PAYMENT 5.

Final 15 % and or reconciled contract price, minimum of 30 days from Completion and hand over, accompanied by presentation of all manuals and delivery of all Qld Transport certificates of compliance and or confirmation from Qld Transport that all appropriate documentation has been submitted and where applicable endorsed by the VMRAQ appointed Marine Surveyor. \$

TOTAL \$

14. Representative

The Secretary Manager, Volunteer Marine Rescue Association Queensland Inc., Mr Harry Hubner shall be the appointed representative of the Association and Volunteer Marine Rescue xxxxx Inc. and shall have the sole authority to act on behalf of the purchaser in all dealings with the vendor and all such directions as provided for in this agreement shall be binding as if such were given by Volunteer Marine Rescue xxxx Inc.

15. Claims For Payment

All claims and or progressive claims for payment shall be submitted in the first instance to the; Secretary Manager, Volunteer Marine Rescue Association Qld, GPO Box 1425, BRISBANE QLD 4001.

EXECUTED AS A DEED

THE COMMON SEAL of (NAME OF ASSOCIATION and SQUADRON)

Volunteer Marine Rescue Association Qld Inc
A.B.N. 46 387 273 867

Volunteer Marine Rescue xxxxx Inc
A.B.N.

was duly affixed in accordance with its Model Rules in the
presence of:

Witness : Name.....Signature.....

Secretary Manager VMRAQ.....

President VMR Bowen.....

THE COMMON SEAL of (NAME OF SHIPBUILDER AND A.B.N.)

.....

was hereunto affixed in the presence of a Director and
a Director who certify they are the proper officer to affix
such seal in the presence of:

Witness : Name.....Signature.....

THIS DEED is made the 1st day of February 2001.

SHIPBUILDERS AGREEMENT

BETWEEN

(NAME OF SQUADRON AND A.B.N.)

AND

(NAME OF SHIPBUILDER AND A.B.N.)

F.G. Forde, Knapp & Marshall
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VESSEL.CON