



BERTH TRANSFER FREQUENTLY ASKED QUESTIONS

Welcome to RQYS Marina

The Royal Queensland Yacht Squadron (**Squadron**) is home to one of Queensland's oldest and most prestigious racing, sailing and boating clubs. Formed in 1885, the Squadron has a long history of supporting and encouraging sailing as a sport that continues on today.

This document is designed to provide preliminary information in relation to the process for the sale or purchase of a leasehold in our marina. The legal process for transfer of the lease interests is handled by our solicitors, HWLE Lawyers (**HWLE**).

If you have queries that are not covered below, please contact the Marina Office on (07) 3393 3554 or at marina@rqys.com.au.

1. Marina structure and lease information

1.1 How is the Marina structured?

The Squadron's marina is actually comprised of two different marinas, as follows:

- RQYS Marina 1 comprises berths in rows A to P.
- RQYS Marina 2 comprises berths in rows R to Z.

1.2 What am I purchasing?

The tenure of berths at RQYS marina is leasehold tenure.

The ultimate owner of the Manly Boat Harbour is the State of Queensland (represented by the Department of Transport and Main Roads) (**DTMR**). The Manly Boat Harbour is State land, held by DTMR under a "Crown" lease.

Companies related to the Squadron hold subleases from DTMR and the berths are held under "sub-subleases" (**SSLs**) between those entities and the berth holders.

Marina 1

Title to berths in RQYS Marina 1 is based on the following lease interests:

- (a) 2 consecutive Leases of the overall water area from DTMR. These operate as follows:
 - (i) The first RQYS Marina 1 "head lease" is between DTMR and Manly Operations Pty Ltd ACN 632 701 976 as trustee for the Manly Operations Trust (**Manly Operations Trust**), registered as dealing number 711491507 with Titles Queensland.

This lease is currently in effect and will expire on 31 December 2028.



- (ii) The second RQYS Marina 1 "head lease" is between DTMR and RQYS Nominees Pty Ltd ACN 130 840 523 as trustee for the Marina 1 Trust (**Marina 1 Trust**), registered as dealing number 715351277 with Titles Queensland.

This lease will commence on 1 January 2029, ie immediately after expiry of the first RQYS Marina 1 lease, and will expire on 31 December 2051.

- (b) Each individual berth area in RQYS Marina 1 is held under 2 consecutive SSLs, as follows:

- (i) An SSL from Manly Operations Trust to the berth holder under the first RQYS Marina 1 sublease.

This SSL is currently in effect and will expire on 30 December 2028 (ie one day short of the relevant "head lease", for legal purposes).

- (ii) An SSL from Marina 1 Trust to the berth holder under the second RQYS Marina 1 sublease.

This SSL will commence on 1 January 2029 (ie one day after expiry of the first SSL and on the date the second RQYS Marina 1 sublease commences) and will expire on 31 December 2041.

On acquiring a marina berth in RQYS Marina 1, the assignee will take an assignment of both SSLs from the berth holder.

Note that no RQYS Marina 1 berths will continue to be subject to an SSL after 31 December 2041. At this point, Marina 1 Trust will be in direct control of all RQYS Marina 1 berths.

Marina 2

Title to berths in RQYS Marina 2 is based on the following lease interests:

- (a) The RQYS Marina 2 "head lease" of the overall water area is between DTMR and RQYS Nominees Pty Ltd ACN 130 840 523 as trustee for the RQYS New Marina Trust (**Marina 2 Trust**), registered as dealing number 713249810 with Titles Queensland.

This lease is currently in effect and will expire on 24 February 2035.

- (b) Each individual berth area in RQYS Marina 2 is held under an SSL from Marina 2 Trust to the berth holder under the RQYS Marina 2 lease.

This SSL is currently in effect and will expire on 23 February 2035.

On acquiring a marina berth in RQYS Marina 2, the assignee will take an assignment of the SSL from the berth holder.

There is a very small number of specific berths subject to SSLs extending beyond 23 February 2035, however apart from these, no other RQYS Marina 2 berths will continue to be subject to an SSL after 23 February 2035.



1.3 How long do the SSLs run? Is there an option to renew?

All Marina 1 SSLs expire on 30 December 2041.

Marina 2 SSLs expire on 23 February 2035 except for a very limited number of berths (but SSLs for those berths will all expire by 31 December 2041).

There are no options to renew any SSL past these dates, nor is there any guarantee any new SSLs will be granted past these dates.

Marina 1 Trust or Marina 2 Trust may offer further SSLs to berth holders for periods on and from 1 January 2042, depending upon relevant factors at that time.

2. Sale and purchase process

2.1 What is the process for the transfer of a marina berth?

- (a) A berth holder can request that the Squadron list the berth for sale on the Squadron's website. Interested parties can then contact the Marina Office and provide their details, which the Squadron will pass onto the berth holder.

The berth holder can then reach out to an interested party to negotiate directly with them to reach agreement on the sale price and any other commercial terms.

Please note that the Marina Office does not operate as a brokerage and has no role in facilitating a sale other than providing contact details. The Squadron does not hold a real estate agent's or similar form of licence and will not carry out activities that would require this to be in place. The Squadron does not collect commission on any sale.

There is also no guarantee an interested party will be able to secure a marina berth. It is a matter for the berth holder whether to sell to any particular party.

- (b) Once a berth holder and an interested party have come to agreement on terms of sale, a Berth Transfer Information Form should be completed by both parties and emailed back to the Marina Office at marina@rqys.com.au.

The Berth Transfer Information Form can be found on the RQYS website.

- (c) RQYS will then notify HWLE of the sale and confirm that all is in order for the berth transfer to proceed. Once confirmed, HWLE will prepare the necessary documents to effect the transfer of the SSL(s) in compliance with the relevant marina sublease(s) for the berth, and send the forms to both the assignor and assignee. This will include a Titles Queensland Form 1 Transfer of Lease (**Form 1**). Note that electronic conveyancing platforms such as "PEXA" cannot yet be used for these arrangements - the Form 1 is a "wet ink" document.

It is the responsibility of the assignor and assignee to arrange for the documents to be signed and returned to HWLE.

Please note: Any assignor or assignee who is a natural person will need to have their signature on the Form 1 witnessed by a person qualified to witness signatures under Schedule 1 of the *Land Title Act 1994* (Qld). This is most



commonly going to be a lawyer, a Justice of the Peace, a Commissioner for Declarations or a notary public.

- (d) HWLE will arrange for the documents to be signed by the Squadron entities where required.
- (e) After financial settlement has occurred (ie the transferee has paid the transferor), HWLE will arrange for stamping of the Form 1 and have it lodged for registration with Titles Queensland.
- (f) Once the transfer has been registered, HWLE will circulate copies of the completed documents and evidence of registration of the Form 1.

2.2 Do I need my own lawyer for this transaction?

While not essential, it is strongly recommended both parties instruct lawyers to act for them in connection with a transfer of any berth.

HWLE will be instructed to prepare a Form 1, Deed of Covenant (including a form of guarantee and indemnity if applicable) and related documents, and will not be able to provide either party with legal advice about these beyond answering questions of a general nature.

2.3 What is the role of HWLE?

HWLE acts for the Squadron and its related companies.

It is a requirement under the terms of the berth subleases that the berth holder obtain RQYS consent before the transfer of the interests in the berth sub subleases can be effected. RQYS is required to have the parties enter into certain covenants in favour of the State and also in favour of RQYS. HWLE prepares the consent documents required.

Most commonly, parties are not represented by a lawyer. Unless the parties intend to have their own lawyers involved, HWLE will prepare the Form 1 to facilitate the transaction and will attend to stamping and lodgement of the Form 1 on the title to the Manly Boat Harbour on behalf of the parties.

It is important to note that HWLE acts for RQYS and so cannot provide you with any legal advice in respect of the transaction. HWLE will also not be able to prepare any form of sale contract or agreement, or be involved in any "settlement" process between the parties.

The assignee will be responsible for payment of HWLE's legal costs.

3. Transaction costs

3.1 What are the costs associated with the transaction for the assignee?

Apart from any price payable to the berth holder, the assignee will also be required to pay the following costs:

- (a) HWLE's legal costs for drafting the documents and attending to the legal aspects of the transfer.



Currently, the "standard" fee for the transfer of one berth at 1 July 2023 is:

- (i) For RQYS Marina 1 - \$2,200.00.
- (ii) For RQYS Marina 2 - \$2,000.00.

Both of these sums are inclusive of outlays such as search fees and registration fees, and any GST. The amount is higher for RQYS Marina 1 as there will be 2 separate registration fees for the transfer (one for each sublease at \$238.14 each as at 1 July 2025), while RQYS Marina 2 will only involve a single sublease.

There may be additional fees where anything more complex is required - for instance, deceased estate matters, where there are other dealings involved such as a release of a mortgage or grant of a new mortgage, or where a sublease is unregistered.

- (b) Transfer duty (also called stamp duty) on the purchase price payable to the Queensland Revenue Office (**QRO**) for the transfer.

Duty is calculated on the purchase price. The current rates of duty are as follows as at 1 July 2025, and are subject to review by the State Government from time to time.

Dutiable value	Duty rate
Not more than \$5,000	Nil
More than \$5,000 up to \$75,000	\$1.50 for each \$100, or part of \$100, over \$5,000
\$75,000 to \$540,000	\$1,050 plus \$3.50 for each \$100, or part of \$100, over \$75,000
\$540,000 to \$1,000,000	\$17,325 plus \$4.50 for each \$100, or part of \$100, over \$540,000
More than \$1,000,000	\$38,025 plus \$5.75 for each \$100, or part of \$100, over \$1,000,000

Note RQYS' administrative costs and HWLE's legal costs will be payable whether or not the matter proceeds - however, there will be a refund equivalent to any unused registration fees or other outlays not required to be paid to third parties such as Titles Queensland. Any money paid to HWLE on account of assessed transfer duty will be refunded if not required to be remitted to the QRO.

3.2 What are the costs associated with the transaction for the berth holder?

RQYS charges an administration fee of \$1,000.00 including GST for facilitating the administrative aspects of the berth transfer process. This amount will be invoiced to the berth holder (assignor) after the transaction has been finalised, at the next time when RQYS conducts an adjustment of the half yearly levies.



3.3 When does the assignee pay the purchase price to the berth holder?

This is to be determined between the parties, however we see most commonly that the payment is made at the time that HWLE have confirmed that RQYS consents to the transfer proceeding (which is generally after the parties have signed the documentation and paid all costs and stamp duty). The manner and timing of payment is a matter between the parties.

3.4 What about GST?

That is a matter for the parties to determine. The berth holder should advise the assignee as to whether GST is applicable. The parties are encouraged to obtain their own legal or accounting advice for those concerns.

Note it is important the correct amount of consideration is advised on the Berth Transfer Information Form as this is used by HWLE to calculate transfer duty (if the parties do not have their own solicitors involved). The consideration must be stated as a GST-inclusive amount.

3.5 What are the ongoing costs of holding the berth?

There are annual levies payable by berth holders. The levies cover costs of upkeep of the marina, head lease rent, dredging, running costs and other costs as outlined in the lease. Levies are rendered in April and October each year.

For an estimate of levies that apply to the berth you propose to purchase, please contact the Marina Office.

4. Purchasing entity

4.1 Do I need to be a Squadron member?

Yes. It is a requirement that a berth holder must be one or more individuals who are all members of the Squadron (**Member**). This is subject to item 4.2 below.

4.2 When is a guarantor required?

While it is not the Squadron's preference, the berth holder can be a company or trust, as long as a Member provides a personal guarantee for the berth holder's obligations under the sublease.

This will include where an intending assignee is:

- (a) a company;
- (b) a corporate trustee acting on behalf of a trust or superannuation fund; or
- (c) an individual who is not a Member but who only acts as trustee on behalf of a trust or superannuation fund.

An assignee who is not a Member must arrange for a Member to give a personal guarantee. If the assignee is a company, each director will be required to give a personal guarantee, even if not all the directors are Members. Any personal guarantor will be required to sign the standard deed of covenant to be prepared by HWLE.



Any personal guarantee must be maintained from the assignment date until the sublease is assigned to somebody who is a Member or the sublease expires.

4.3 What is the difference between a joint tenancy and tenancy in common?

If the assignee is two or more individuals, you will be asked to advise whether you wish to hold the berth sublease interests as joint tenants or tenants in common.

Where two people hold their interests as joint tenants, upon one person's death, their interest in the berth automatically passes to the other person.

In the same circumstances for tenants in common, the deceased's interests would form part of their estate and be dealt with in accordance with their will.

4.4 The purchase is on behalf of a trust – is there anything extra required?

Yes. HWLE will need a copy of the trust deed and anything recording a variation to the terms of the trust or identity of the trustee. This information is required so HWLE can prepare the Form 1 and related documents correctly.

5. General use of the berth

5.1 What rules apply to the use of the berth?

In addition to the terms of the subleases, you will also need to abide by all Squadron and RQYS rules and regulations, and any by-laws or similar arrangements for the Manly Boat Harbour put in place by DTMR.

5.2 How do I go about leasing my berth to somebody else temporarily?

This cannot be done without notifying the Marina Office - they will provide you with all the relevant information. Any vessel berthed in the RQYS Marina must be insured and copies of all insurance documents must be provided to RQYS (see item 5.4 below).

5.3 Are there any restrictions on my use of the berth?

Yes. Each berth is only capable of accommodating a vessel not exceeding certain dimensions, which are based on the applicable Australian Standards, RQYS policies and prudent marina industry practices, as well as complying with DTMR survey plans.. You should check those restrictions prior to proceeding. The metes and bounds of the berth and vessel are listed in the individual subleases.

You may not use the berth for commercial purposes, ie you may not run a business from the berth. Berths are for mooring of boats for private recreational use only.

There is a prohibition on living aboard your boat, unless approved by RQYS management.

5.4 Do I need to have insurance?

Yes, you should have public liability insurance for at least \$20,000,000 and also coverage for damage to the boat and your property.



The parties agree and acknowledge that both parties have read and understood this document.

Signed for and on behalf of the Assignor

Signed for and on behalf of the Assignee

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____