

# ROYAL SYDNEY YACHT SQUADRON – HAUL OUT CONTRACT

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**MEMBER TERMS:** Normal house account terms apply, unless charges exceed [\$2,000] when the club may at its discretion apply Clause 3. **NON MEMBER TERMS:** Direct debit to Credit Card or other security for payment of charges to be established before Haul Out (see Clause 3).

*Please read the terms and conditions of this contract set out below and overleaf, supply the information requested and sign where indicated.*

**Signature**

	The owners/agents must advise travel lift operator of any underwater appendages before lifting of Vessel.		
	If delivery of Vessel is required to/from the Boatyard, the Club and its employees shall not be liable for damage. See Clause 4 overleaf.		
	All persons in the Boatyard must obey directions from Club employees and adhere to key safety standards, Bylaws, Occupation Health & Safety and Environmental Policies of the Club as displayed in the Boatyard and advised by Staff		
	All lifting, movement, blocking, standing and water blasting to be undertaken by the club staff only.		
	No cradle arm, block or prop shall be removed or repositioned except by Club staff		
	Any wet rubbing, painting, welding, grinding, blasting or other dirty work to be undertaken must be the subject of prior notification to the Boatyard Supervisor together with details of the persons who will undertake the work. The Club may in its absolute discretion prohibit any work proposed to be undertaken.		
	It is the responsibility of the owner/agent to ensure that furling headsails, awnings, main sail covers and biminis are secured.		
	The work to be carried out in the Boatyard is;		
	Work is expected to take		
	The work will be carried out by		
NA	The Club is requested to move the Vessel to and from (as below) and the Boatyard. Location (if applicable)		
	The Vessel is insured for \$.....and against Public Liability of \$..... With..... under Policy number(s).....		
	If anodes are required this will be completed by one of the onsite contractor engineers.		

**NB: In particular the requirement to obtain consent to work in the Boatyard in Clause 2 and for Insurance in Clause 4**

**I ACCEPT THESE TERMS AND CONDITIONS AND THOSE OVERLEAF**

<b>Agreement ID</b>			
<b>Vessel Owner/Agent Name</b>			
<b>Vessel Name</b>			
<b>Lift out of water</b>		Time:	11am
<b>Relaunch into water</b>		Time:	12pm
<b>SIGNED by Vessel Owner/Agent</b>			
<b>Date</b>			

**NO SPLITTING OF BILLS, ONE BILL PER VESSEL**

<b>Credit card number of Vessel Owner (Visa/Mastercard only)</b>			
<b>Expiry date</b>			
<b>Name as it appears on the card (2% payment processing fee)</b>			
<b>SIGNATURE</b>			

## DEFINITIONS

### 1.1 In these terms and conditions:

“Vessel” means the vessel identified on the front page of the contract and includes its mast and all its other goods, equipment and machinery.

“Club” means the Royal Sydney Yacht Squadron, or its nominees, and includes, where appropriate, its officers, agents and employees.

“Customer” means the Vessel Owner/Agent identified on the front page of this contract.

“Boatyard” means the area at the club utilised for the storage of vessels and masts, for lifting and launching vessels from and into the water, lifting and stepping masts from and into vessels and for carrying out Haul Out activities.

“Haul Out” means all activity undertaken by the Club in connection with the movement of the vessel between its berth, mooring or anchorage and the Boatyard, the lifting and launching of the vessel by the boat lifter or the lifting and stepping of its mast by the mast Crane, the storage of the vessel or mast in the Boatyard or on the Mast Deck and all work carried out by the Club on the Vessel or Mast including washing, cleaning, water blasting, painting, repair or maintenance work whether carried out in the Boatyard or in the water.

“Mast Crane” means the Crane and associated equipment situated at the Club utilised in the removal and stepping of masts from vessels.

“Boat lifter” means the machinery and associated equipment for lifting and launching vessels, lifting and storing masts and for the transportation of vessels to and from the water and around the Boatyard.

## 2. TERMS AND CONDITIONS OF USE:

### 2.1 The Customer will ensure:

- (a) that any person or entity requested by the Customer to carry out any work on the Vessel, obtains the Clubs consent to work in the Boatyard and provides the Club with evidence satisfactory to the Club that the person or entity has insurance acceptable to the Club and enters into such agreement(s) with the Club as the Club may require. The Customer may presume each Concessionaire occupying part of the Club’s facilities has fulfilled the requirements of this Clause.
- (b) at all times keep the area of the boatyard immediately adjacent to the Vessel in clean and tidy condition, and shall not store supplies and materials, accessories or debris on the Boatyard.
- (c) deposit all garbage in the receptacles provided, other than where the Club, in its sole discretion, considers the amount of waste to be removed to be excessive, then the removal of this waste shall be at the Customer’s expense.

### 2.2 The Customer shall not:

- (a) make nor permit to be made any noise or disturbance, or perform any act which in the opinion of the Club, in its sole discretion may be an annoyance or cause a nuisance to any other person or body in and around the Club or the Club’s neighbours;
- (b) carry out any work on the Vessel or on the Boatyard between the hours of 4.00pm and 7.30am.
- (c) undertake sandblasting of the Vessel;
- (d) carry out any spray painting work without the prior written consent of the Club, and any such spray painting work shall be undertaken only with adequate covers for the protection of other vessels.
- (e) permit any work or activity to be carried out or undertaken on the Vessel or in the Boatyard in a manner which may cause death or injury to any person, damage to property, cause any pollution or breach any applicable law concerning workplace injury, workers compensation, occupation health and safety or protection of the environment.

## 3. CHARGES AND PAYMENT:

- 3.1 The Customer shall duly and punctually pay all charges when levied by the Club, and in any event, before the Vessel is removed from the Boatyard, at the rate specified in the published scale of charges, subject only to the right of the Club to review those charges at any time without notice.
- 3.2 The Customer shall if requested by the Club whether before or during the Haul Out authorise the Club to debit all charges levied by the Club under this contract to a credit card account of the Customer or provide other security acceptable to the Club for payment of such charges and by doing so the Customer warrants that there will be sufficient credit or funds available in that account or security to meet the charges incurred by the Customer.
- 3.3 The Club shall be entitled to charge the Customer a penalty fee for no payment under this contract and may:
  - (a) if any moneys are owing under this contract by the Customer for the use of the services provided, the Club shall be entitled to seize the Vessel and shall, from the date of such seizure, have a general lien upon, and the right of retention of the Vessel so seized until all moneys payable by the Customer under this contract have been paid in full.
  - (b) if the moneys owing remain unpaid for a period of 21 days after the Club shall have given notice to the Customer of seizure of the Vessel, the Club shall be entitled without further notice to sell the Vessel by auction or otherwise, together with any chattels situated on or in the Vessel, and the proceeds of such sales shall be applied first towards the expense of seizure and sale, secondly the payment of moneys due to the Club and lastly the payment of the balance (if any) to the Customer.
  - (c) if there shall be a deficiency of funds from any sale pursuant to this clause to meet the costs noted above, the Club may proceed to recover such deficiency from the Customer.
  - (d) the Customer indemnifies and saves harmless the Club from all claims, suits and demands made by any person or corporation in respect of the Vessel or any chattels seized and sold pursuant to this contract.

## 4. RISKS AND INDEMNITIES:

- 4.1 The Customer warrants the Vessel is adequately insured, that the Customer carries Insurance against any loss, damage, injury or death occasioned by the Customer or the Vessel during the course of the Haul Out for an amount not less than **[\$10m]** and that such insurance will remain current throughout the duration of the Haul Out. The Customer will provide evidence satisfactory to the Club of such insurance(s) on request.
- 4.2 The Customer acknowledges that the Vessel placed in the Boatyard in accordance with this Contract, and any chattels in, or on fixed to the Vessel shall not be deemed to be in the custody, possession or control of the Club in any manner whatsoever unless and until the Club exercises its rights of seizure and sale referred to in this Contract.
- 4.3 Without limiting any rights of the Customer under the Trade Practices Act 1974.
  - (a) the Vessel, and any other craft which is transported to or from, or stored upon the Boatyard in accordance with the provisions of this Contract, is entirely at the risk of the Customer, and shall remain at the risk of the Customer throughout the term of this Contract. The Club shall not either directly or vicariously, nor shall any officer, agent, contractor or employee of the Club be liable in negligence or otherwise for any damage to the vessel or theft or loss from the Vessel, and any goods, gear or machinery situated on or around the Vessel whilst the Vessel is in the Boatyard, the Boatlifter or in the Club, howsoever occurring including, but without limiting the generality of the foregoing loss or damage caused by the removal of the Vessel by any person not authorised by the Customer to remove it, whether such removal was permitted by the Club or not.
  - (b) the Club shall not, either directly or vicariously, nor shall any officer, agent, invitee contractor or employee of the Club be liable in negligence or otherwise for any injury, loss or damage sustained or suffered by the Customer, or any agent, employee, contractor or invitee of the Customer or any other person in the Boatyard or the Boatlifter or in and around the Club, or inside the adjoining Club buildings howsoever such loss, damage or injury may occur.
- 4.4 To the extent permitted at law, the Customer indemnifies and will keep the Club indemnified against all actions, suits, claims, debts, obligations and other liabilities out of this contract, or out of any act or omission of the Customer, or the officers, agents, employees, contractors or invitees of the Customer and the Customer agrees to compensate the Club for any loss or damage to the Boatyard, Boatlifter, mast Crane or the Club or any craft in the Club or in the Boatyard, or to any other property caused by, or resulting from the acts or omissions of the Customer or its officers, agents, employees, contractors or invitees.
- 4.5 If the signatory to this Contract, executes this Contract as “agent”, or for or on behalf of the owner of the Vessel, then the signatory to this agreement warrants to the Club that this Contract has been entered into with the full knowledge and consent of the owner of the Vessel, and the signatory further indemnifies the Club from and against all and any claims against the Club in addition to the provisions contained above.
- 4.6 Nothing in this Contract is intended to have the effect of contracting out the provisions of the Trade Practices Act 1974 except

## 5. GENERAL:

- 5.1 the Club shall be entitled, from time to time, to deliver up the Vessel stored in accordance with this Contract to any person producing this Contract or offering such other evidence of ownership or authority to receive the Vessel as the Club may, in its sole discretion, deem satisfactory.
- 5.2 any notice required to be given to the Customer may be delivered to the Customer either personally, or by posting it by Certified Mail addressed to the Customer at the address stated in this Contract.
- 5.3 any breach of these terms and conditions shall be deemed to be a breach of this Contract entitling the Club to cancel this contract forthwith without notice.