



HILLARYS YACHT CLUB MARINA LIFTING SERVICES

LIFTING YARD WORK AUTHORISATION FORM

BOAT DETAILS

Boat Name: _____ Registration No: _____ Marina/Pen No: _____
Length: _____ Beam: _____ Draft: _____ Estimated Dates in Yard: From _____ To: _____
Type of Boat (Power/Sail): _____ Make of Boat: _____

BOAT OWNER DETAILS

Name of Boat Owner: _____ HYC Membership Number: _____
Contact Number (Mobile): _____ Email: _____
Address: _____

ACCOUNT

Charge account to (Owner/Insurer/Agent/Contractor/Purchaser): _____
Name of purchaser/insurer/agent/contractor: _____

IMPORTANT - PLEASE READ

- **POWER DOWN** – It is imperative that you shut down (power down) your vessel completely prior to entering the yard – HMLS cannot guarantee continuous power supply
- **WORKING YARD** – HMLS is a working yard and as such the cleanliness of your vessel may be affected – HMLS is not responsible for the cleanliness/maintenance of your vessel whilst in the yard (Refer to item 7 below)
- **PAYMENT** – HMLS requires final invoices to be paid in full prior to relaunch of your vessel (Refer to item 14 below)
- **EXTERNAL CONTRACTORS** – Use of external contractors is to be discussed with management prior to engagement (Refer to item 5 below)

Your signature or your representative's signature below indicates that you have **read, understand, and agree** to the terms and conditions herein this form and with the entire Club's House Rules as outlined in the Hillarys Yacht Club Incorporated Constitution and Hillarys Yacht Club Incorporated By-Laws documents.

Signed: _____ Date: _____

HILLARYS YACHT CLUB INCORPORATED LIFTING YARD BOOKING FORM & AGREEMENT TO PROCEED TERMS AND CONDITIONS

1. For the purposes of these conditions the 'club yard' means the entire area of land within the Club premises situated and known as Northside Drive, Hillarys.
 2. The Club means the Hillarys Yacht Club Incorporated, its servants, agents committee and members.
 3. I or my Agent shall be responsible for any such loss or damage incurred by moving boat stands after the vessel has been placed by yard staff and shall indemnify the Club from any claims whatsoever.
 4. I shall place no responsibility upon the Club for damage to underwater appendages unless I have fully advised the boatlifter operator of its position.
 5. I acknowledge that the only persons entitled to be present in the Club yard to work on the boat must be approved by the Club and if such approval is not given to any person providing goods and services for my boat then the Club is authorized to remove them from the Club yard without warning and shall be entitled to treat them as trespassers.
 6. I acknowledge that the boat shall only be washed down or waterblasted in the silt trap area. Dry sanding can only be carried out with an approved vacuum extraction system in place. (Dust collection bags are not suitable.) Wet sanding can only be undertaken if approved by HMLS Management and carried out in the designated area. There shall be no high pressure washing in any place but the designated areas and no spray painting of any form other than by designated yard staff.
 7. I acknowledge that my boat is being serviced in a works yard where dry sanding and antifoul spraying takes place which may result in antifoul dust affecting the cleanliness of my boat and place no responsibility on the yard to rectify this unless I employ the yard to do so at my own cost. I acknowledge that the upkeep, cleanliness and maintenance of my boat is my responsibility whilst it is in the yard. Such items as weather conditions, theft and cleanliness are not within the control of HMLS and therefore I place no responsibility on HMLS to rectify any damage caused to my vessel that is not a direct action of the yard staff.
 8. I acknowledge that the Club is entitled to request that I remove my boat from the Club yard at any time upon the giving of twenty four hours notice and whether or not I am in default of any payment or any other conditions contained herein I am obliged to remove the boat immediately without any claim against the Club.
 9. I shall be responsible for the removal of scrap waste gear and other material brought into the club yard for any purpose and for loss, damages and/or costs and expenses arising as a consequence (whether direct or indirect) of any failure to do so.
 10. I shall be responsible for all loss of or damage to any cradle and/or other property of others (including the Club) caused by an indirect or direct consequence of me, or persons on my behalf, bringing or endeavouring to bring any boat and or their equipment into the Club yard.
 11. I hereby warrant and undertake that I shall not bring any boat exceeding 40 tonnes in weight into the Club yard unless at the discretion of yard management.
- (Continued on following page)

12. HMLS will require payment every 30 days in the yard (commencing from the day of the lift) for all services, including hard standing, provided up to that point.
13. I agree that, on an insurance claim, I am responsible for the insurance excess and difference between the claim amount provided and the quoted price which must be paid in full prior to relaunch (unless other prepayment arrangements are made) or else clause 16(ii) applies.
14. I agree that I am responsible for providing HMLS with the insurance claim number, insurance company contact details and the relevant assessor's contact details. I understand that HMLS will require written confirmation from the insurance company regarding payment of the final invoice(s) before the boat is returned to the water,
15. Final payments of all invoiced charges need to be finalised prior to the boat being returned to the water (unless other prepayment arrangements are made) or else clause 16(ii) applies.
16. In consideration of my being granted permission to slip my boat at the Club I hereby agree:-
 - (i) To indemnify the Club and its members or in the event of me being a member of the Club then the Club and all the other members of the Club and any other legal persons associated with the Club from all claims from time to time and each of them and their successors from all claims actions liabilities demands costs expenses and amounts of money whatsoever which may be taken or made against them because of my action or my failure to take any action arising directly or indirectly as a consequence of the acceptance of this application for any act occasioned on the premises of the club yard and slip as a consequence of any action of mine.
 - (ii) I hereby grant to the Club a lien upon and custody of my boat the subject of this application in the event of my failure to pay all fees payable in respect of the lifting of my boat until such time as such unpaid fees are paid. If at the expiration of 30 days after formal letter of demand has been served upon me for unpaid fees, such fees remain unpaid, then I acknowledge the Club shall be entitled to arrest my boat whether in the club yard or the marina administered by the Club and thereafter to sell my boat and deduct the aforesaid fees there from and account to address the formal letter of demand to me by prepaid ordinary mail to the address set out in the application form herein. My failure to receive such a letter shall not be a defense to any action taken by the Club in accordance with these conditions.

OFFICE USE ONLY:

Acknowledgement of lifting form:

By (Staff name):

**Please return this form to the Hillarys Yacht Club Lifting Yard or email to
hmls@hillarysyachtclub.com.au**