



Updated 1 April 2023



By placing their boat in the hardstand, the owner (applicant) agrees to all the conditions of use.

HARDSTAND (Rev Apr'23) CONDITIONS OF USE

1. General Terms of Use:

- a. Hardstand Applicants must be “**Voting Members**” of TCYC.
- b. The applicant understands that by signing this document they are entering a binding contract between them and The Cruising Yacht Club of Western Australia (inc) (hereafter TCYC).
- c. The applicant warrants that all information provided by the applicant in the Agreement is true and correct and that it has full power and authority to enter into this Agreement including all authorities or consents needed by the applicant to enter into this Agreement from any co-owner, financial and or other entity in respect of the vessel.
- d. The applicant agrees to provide full written disclosure of any loans or other third-party interests in the boat while the boat remains on TCYC premises.
- e. **INSURANCE** – Members parking boats or property at the facility shall ensure they have Public Liability insurance to the value of \$10m. Proof of this insurance shall be submitted to the club’s administration office at time of application for use of hardstand and members agree to send updates of insurance renewal certificate each year. It is further recommended to members that adequate insurance cover for loss or damage to their boat and property be in place, as TCYC does not accept any liability for any loss or damage by any cause.
- f. The applicant agrees that it has given TCYC all the information that may be relevant to TCYC in providing the hardstand facility or assessing the applicant’s requirements for the hardstand and facilities.
- g. While the fees are applicable to each Hardstand Bay, a separate application shall be made for each vessel, the applicant shall not park a boat other than the one described in the applicants Hardstand & Boat Register form, without written consent of TCYC.
- h. A bay allocated to the applicant remains the property of TCYC and may not be transferred with the sale of a boat. The applicant may not sublet or assign an allocated bay.
- i. The fees payable for using the hardstand facility are set out in the current schedule of fees, a copy of which is included with this application.
- j. The application to utilise the hardstand facility shall not be accepted until all fees & bonds are paid as per current schedule of fees. The applicant shall not utilise the facilities until this condition is adhered to. The bond shall be forfeited if the applicant is found to be non-compliant with any of these Conditions of Use & may be refused use of the hardstand facilities.
- k. The applicant agrees that they will abide by the club’s “Code of Conduct” and not do anything which is immoral, unlawful, noxious, offensive, hazardous, or likely to cause nuisance, damage or injury to TCYC, its employees, members or to any other person.
- l. The applicant acknowledges that any vehicle, conveyance used and any property which may be brought into the TCYC Hardstand are done so at the sole risk of the applicant.
- m. No structures may be erected or brought into the hardstand area without prior approval in writing by the Committee of Management.
- n. The applicant agrees not to allow rubbish or vegetation (grass, leaves etc) to accumulate in their allocated bay. It is not TCYC’s responsibility to mow within the applicant’s bay.
- o. The applicant must always comply and ensure that the applicant’s associates always comply with the rules and regulations applicable to the TCYC Hardstand facility from time to time.
- p. When using the club’s tractor to launch or retrieve a vessel no part of the tractor is to enter the water and must only be used in accordance with current operating instructions.
- q. Electricity may only be connected to a vessel while the member is present at the facility. E.g., not to be left connected unattended or overnight. The electricity system shall not be overloaded.

Signature of Applicant: _____ Date: _____

Signature of TCYC Representative: _____ Date: _____



2. Abandonment & Forfeiture: Member Acknowledgement & Agreement -

- a. The applicant agrees and undertakes to remove their boat & any other personal items within their allocation in the Hardstand facility, within 30 days of the following event.
 - i. Their Club membership ending, however caused,
 - ii. Failure to pay fees in accordance with this agreement, or
 - iii. A breach of these Conditions of Use.
 - iv. Failure to produce insurance renewal.
- b. In the event of non-payment of outstanding debts, TCYC reserves the right to register a “security interest” in a member’s property stored at the hardstand facility on the “Personal Property Securities Register” (PPSR).
- c. **Abandonment of Boat** – A member’s failure or defaults to pay membership, hardstand fees or insurance renewal by their due date shall result in the vessel being “**agreed to by that member as abandoned**” and the club shall have the right to hold, seize and/or dispose of the vessel to recover monies owing.
The owner has the option to negotiate with the club and to transfer the ownership of their boat to the club to settle any default by the member.
- d. TCYC reserves the right to seek compensation from the applicant including.
 - i. Damages for breach of contract,
 - ii. An amount representing the lost opportunity to lease the space occupied and,
 - iii. Any costs associated with the removal and disposal of said property.

3. Overnight Stays:

No member or other person shall reside or stay overnight on a boat, in a vehicle or structure within the hardstand facility.

4. No Pollution:

The member must not permit or carry out any activity that shall cause pollution or contamination of the hardstand facility or adjacent waterways by garbage, refuse, waste matter, hydrocarbons and other pollutants.

5. No Animals or Birds:

Members must not keep or permit any animal or bird at the hardstand facility.

6. Refunds:

Requests for refunds shall be made in writing to club administration and will be assessed in accordance with the club’s “**Refund Policy & Guidelines**”.

7. Key Issue:

Keys shall only be issued to “**Voting Members**” (**one key per member**) after payment of required key deposit which will be refunded subject to key being returned in serviceable condition at expiration of entitlement.

If a key is not returned at this time the deposit shall be forfeited and the key de-activated.

Signature of Applicant: _____ Date: _____

Signature of TCYC Representative: _____ Date: _____