





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

## **HARDSTAND FACILITY for Vessel Parking CONDITIONS OF USE**

### **1. General Terms of Use:**

1. Hardstand Facility (for Vessel Parking) applicants must be **“Voting Members”** of TCYC.
2. This application shall include a photo of the vessel and shall not be accepted until all fees, charges and bonds are paid as per the current fees and charges schedules. The applicant shall not utilize the facility until this condition is adhered to. The bond may be forfeited if the applicant is found to be non-compliant with any of these conditions of use and may be refused access to the facility.
3. All vessels (boats) utilizing the hardstand facility shall be on a **serviceable** trailer/jinker and shall comply with being an **active recreational vessel**.
4. All vessels (boats) including trailer/jinker must not exceed the required limit of 10m in overall length and 6.5 tonne in overall weight.
5. The applicant understands that by signing this document they are entering a binding contract between them and The Cruising Yacht Club of Western Australia (hereafter TCYC).
6. 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.
7. These Conditions of Use apply to the applicant occupying any space on the hardstand with a vessel, trailer or any other equipment, regardless of whether the Conditions of Use have been duly signed.
8. These Conditions of Use may be amended from time to time, and any such amended version is available on [www.tcyc.com.au](http://www.tcyc.com.au), any amendments may be advised in the weekly newsletter. Any amended versions will supersede any previous versions when published on the website.
9. **The TCYC Articles of Constitution and By-Laws shall be deemed to be incorporated in, and form part of, these Conditions of Use.**
10. The applicant agrees that they will abide by the club’s **“Code of Conduct”** and not do anything which is immoral/unlawful/noxious/offensive/nuisance/loutish/drunken behaviour, hazardous, or likely to cause damage or injury to TCYC, its employees, members or other person.
11. The applicant agrees that it has given TCYC all information that is relevant to the club to allow the assessment of the applicant’s requirements of the facility and will provide full written disclosure, if requested, of any third-party interests in the vessel while it remains on TCYC premises.
12. **INSURANCE** – Members parking vessels 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.
13. The applicant hereby indemnifies and agrees to keep always indemnified TCYC against all liability, loss, damage, cost or expense which may incur for any reason whatsoever or howsoever arising by, through or in connection with their use of the hardstand. The applicant further agrees to indemnify, release and save harmless TCYC, its servants, employees and agents from any and all liability for damages, costs and expenses howsoever arising by, through or in connection with use of the hardstand space and without in any way limiting the generality hereof damages for loss or theft of the vessel howsoever caused, personal injury, loss of life or property damage to himself, his family, his employees, his contractors, invitees, licensees, guests and agents arising by, through or in connection with the use of the hardstand.
14. TCYC gives no warranty or assurance whatsoever as to the suitability, safety or security of the hardstand (including facilities, plant, machinery or equipment located within the hardstand).
15. The fees are applicable per hardstand bay, a separate application shall be made for any extra vessels, the applicant shall not park a vessel other than the one described in the application form **“Hardstand & Boat Register”**, without written consent of TCYC.



16. Any 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 to another person.
17. The applicant acknowledges that any vehicle, conveyance used and any property which may be brought into the TCYC hardstand is done at the sole risk of the applicant.
18. No structures may be erected or brought into the hardstand area without prior approval in writing by the Committee of Management or Hardstand Manager.
19. 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.
20. The applicant must always comply and ensure that the applicant's guests always comply with the rules and regulations applicable to the TCYC hardstand facility from time to time.
21. The club's tractor shall only be used by members who are **authorized and registered** to operate the tractor in launching or retrieving a vessel (no part of the tractor is to enter the water) and must only be used in accordance with current operating instructions.
22. The club's tractor is not to launch or retrieve any vessel that exceeds the limits of 10m in overall length and 6.5 tonne in overall weight. This included both boat and trailer/jinker.
23. Tractor bookings must be booked in with the Club Bosun at least 1 week prior to launch/retrieval. Email at [tcyc.bosun@gmail.com](mailto:tcyc.bosun@gmail.com)
24. 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. Any power leads connected unattended will be unplugged.
25. Members are not to place any boat building rubbish/equipment, paints, oils or fuels and dispose of rubbish from home in the bins provided at the hardstand or leave any unwanted tyres/rims in the hardstand.
26. The hardstand facility **shall not** be used for boat construction, reconstruction, maintenance or any industrial purpose so that there shall be no risk of contaminants entering the environment.
27. Minor maintenance or replacement of equipment shall be allowed providing it does not interfere with adjoining vessels and does not involve major grinding, power sanding or spray painting.
28. Any minor sanding, painting (by brush/roller) or application of anti-foul can only occur in the designated work area, ground sheets must be in place, use of extractor for sander and all efforts to reduce ground and air pollution requirements are followed.
29. Major grinding, power sanding, application of anti-foul and spray painting due to pollution concerns **shall only** occur in a built for purpose structure that complies with regulatory authority requirements which contain or treat pollutants. This built for purpose structure will not be available at the club's lease facility and would need to be sourced elsewhere.

## NOTES –

- a. The club has not planned to fund or construct a built for purpose maintenance structure on the proposed lease area.
- b. The overall Concept Plan submitted to the State Government includes a separate commercial area lease which may include a built for purpose maintenance structure and would be available for use by TCYC members, Mangles Bay Fishing Club members and the public. This is subject to final State Government approval and is planned as a medium-to-long-term option.
- c. Subject to the final conditions stated in the proposed final lease documents, the club's Condition of Use may be further varied dependent on compliance requirements and is available for viewing on the club's website.
- d. **Definition of Active Recreational Vessel** – That is a vessel that is readily able to be launched for use in a seaworthy condition at short notice, or readily able to be relocated at the facility.



## 2. Default, Abandonment & Forfeiture -

1. The applicant agrees and undertakes to remove their boat & any other personal items within their allocation from 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 proof of insurance renewal.
  
2. **Default - Personal Property Abandonment (boat or property)** – Refer to **Default Procedure**. The applicant acknowledges that all goods (property) in the hardstand bay are subject to a contractual line, for fees owing to TCYC by the applicant. If any fees are not paid in full within 30 days of the due date, TCYC may keep/take possession of the goods (property) for the purpose of taking one or more of the following default actions at TCYC's sole discretion.
  - i. Sell the goods (property) on such terms that TCYC may determine in its sole discretion (which may include a sale in one or more lots by private arrangement or public auction): and/or
  - ii. If such goods remain unsold after being offered for sale or, in TCYC's reasonable opinion, are unsaleable, of insufficient value to warrant a formal sale process or pose a health and safety risk, TCYC may dispose of such goods in any way it sees fit.

**The owner may have 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.**

### 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. After hours Hardstand Access:

No member or other person is permitted to be present at the Hardstand for any reason between the hours below unless given permission from the Hardstand Manager.

**Monday to Friday, 8pm to 5am**

**Saturday and Sunday, 8.30pm to 4.30am**

Any member reported to be in the Hardstand during the above hours without permission will be contacted to explain

### 6. No Animals or Birds:

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

### 7. 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**".

8. **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. Secure container keys shall only be issued to a voting member who has a motor in container. **NO MOTOR – NO KEY**. If a key is not returned at this time the deposit shall be forfeited and the key de-activated.

9. **Member Vehicles:** Members with a Hardstand Bay are only allowed to have one vehicle parked within the hardstand at any one time. Guests of members **must** park outside the hardstand and be accompanied by a member.

10. **Short-term Parking:** Members are reminded to park only in the designated parking areas if parking is not available either park in your allocated boat bay or outside the hardstand. Please do not park across other boat bays or unauthorised parking areas.

11. **Contractors Requirement:** Any contractor hired to complete work on a member's vessel, **MUST** contact the office, complete necessary paperwork and provide insurance. All contractors **MUST** be accompanied by the hiring member or designated delegate.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_