

Royal Queensland Yacht Squadron & Entities (RQYS)

HARDSTAND RULES & AGREEMENT

RULES:

These rules refer to all members, guests and visitors who use the Royal Queensland Yacht Squadron's facilities for boating and/or storage of Powerboats, Yachts, Trailer Sailers, Sailing Dinghies and Off the Beach boats.

1. Space Allocation & Storage:

1. To store a vessel on the Hardstand, the boat owner must be a member of RQYS
2. Members wishing to leave any vessels, trailers or equipment at the Squadron must have arranged an allocated parking space through the Marina Office.
3. A Hardstand Agreement must be completed and signed prior to the vessel, trailer or other equipment being stored at the Squadron.
4. Vessels, trailers or equipment must be returned to the allocated space following use each day.
5. Vessels, trailers or equipment must not be left on the rigging lawns at any time. (Exceptions to this rule are made during regattas where vessels and trailers may be stored prior to and after the regatta only – with a maximum of two weeks – charges will apply if outside this timeframe)
6. Vessels, trailers or equipment stored at the Squadron will be issued with an ID tag which will be provided on the completion of the Hardstand Rules & Agreement.
7. Vessels, trailers or equipment stored on the Squadron must be tied down after each use.
8. Any vessel, trailer or equipment that is stored without being booked with the Marina office, will be towed to a secure location until the booking has been approved and the fees paid. Vessels, trailers or equipment left on site when unapproved and/or with unpaid fees may result in the vessel, trailer or equipment being towed off site without notice, in which case, the owner will be responsible for any expenses incurred.

Special Storage Conditions:

9. Dinghies belonging to members who sail competitively may apply for a special rate for storage of the dinghy/trolley/road trailer, belonging to the dinghy, at the Squadron. These rates may be amended from time to time as determined by Management.
10. Storage of dinghies/trolleys/road trailers under these 'special storage conditions' is applicable to one only dinghy on a trolley and a road trailer belonging to that dinghy per member. Storage of any further dinghies, trolleys and road trailers will be at the full hardstand rate.
11. Dinghies stored on road trailers will be charged at the special storage rate for a road trailer. Junior/Young Adult members who store their dinghy on a road trailer will pay the special storage rate for a trailer. Any enclosed storage on a road trailer will incur the full hardstand rates as per the length of the trailer.

Drive Through Car & Trailer Area:

12. Seven bays have been provided on the trailer park area for trailers to remain linked to the towing vehicle.
13. Stand-alone trailers and vehicles may not be parked in this area.
14. Any trailer parked in the car and trailer area will be towed from the area and a fee of \$70 will be charged. The trailer will be released once the fees are paid.

2. Charges

1. Dinghy storage will be charged on an annual basis from 1 May to 30 April. Trailers belonging to dinghies can be stored at an additional cost.
2. Trailer park storage will be charged on a six-monthly basis – 1 May to 30 October | 1 November to 30 April or on a monthly basis.
3. Charges will apply to leaving vessels, trailers or equipment at the Squadron.

3. Penalties for leaving Vessels, Trailers or Equipment in an unallocated space:

1. 1st Warning – vessel, trailer or equipment owner will be contacted by email
2. 2nd Warning – if the vessel, trailer or equipment is left on the lawn again, the owner will be contacted by email and advised that if the vessel, trailer or equipment is left on the lawn again the amount of \$50 will be invoiced to the owner. This will be required to be paid within seven days of date of invoice.
3. If payment is not received within the seven-day time frame the vessel, trailer or equipment will be secured until payment is received.

AGREEMENT:

THIS AGREEMENT is made on the date in the Schedule hereto,
BETWEEN RQYS & ENTITIES (RQYS) (as herein defined) and the Occupant described in the Schedule hereto.

WHEREAS:

- A. RQYS has hardstand storage and other facilities located at Manly Boat Harbour, Esplanade, Manly (hereinafter referred to, where applicable, as "the Squadron, Hardstand or Marina").
- B. The Occupant desires to secure storage rights at the Hardstand as described in the First Schedule hereto for the rental specified from time to time by RQYS and otherwise subject to the terms and conditions hereinafter set forth.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed as follows: -

1. The Occupant shall from the commencement date described in the First Schedule hereto or from the date which he takes possession of a hardstand space at the Squadron (whichever is the earlier) and for the term described in the First Schedule hereto be entitled to the use of the boat storage or hardstand area allocated by RQYS from time to time (hereinafter referred to as the "hardstand space" for storage of a vessel by the Occupant.
2. The Occupant, if not already a member, agrees to become a Full member of RQYS.
3. The Occupant shall pay to RQYS a rental for the hardstand space at the rate of and on the date or dates specified in the First Schedule hereto or as listed on the RQYS website.
4. It is a requirement that the Occupant insure the boat for its full insurable comprehensive value against loss and damage of any kind arising from whatever cause in connection with its storage, occupancy, movement, transportation on or within the Squadron, Hardstand or Marina and the Occupant shall further obtain and take out an insurance cover in a form approved by RQYS for public liability arising out of the use of the vessel, its fittings, fixtures and equipment in or about the Squadron, Hardstand or Marina for hardstanding, storage or transportation or work areas for at least \$10,000,000.00. If there is some difficulty in obtaining fully comprehensive insurance, application may be made to the Marina Manager for possible consideration to providing alternative insurance arrangements. Consideration of any alternative arrangement will be at the sole discretion of the Marina Manager.
5. The Occupant shall, upon demand, reimburse RQYS in respect of any damages or injury caused by the Occupant, his servants, agents, invitees, licensees and other users of the vessel, whether permitted or not, to the Squadron or the Marina or any part of the buildings or facilities forming part of or used in connection with the Squadron or the Marina or the hardstanding space and without in anyway limiting the generality hereof including the showers, toilets, electricity and water supplies and services, cradles and racks, walkways and pontoons, dock structures, walls, wharves, gates, pilings, Marina walling or any other boat in the Marina.
6. The Certificate of the General Manager for the time being of RQYS as to the assessment or cost of such damage shall be prima facie evidence thereof in a Court of Law and shall be deemed conclusive in such matters. Such loss and damage so certified may be recovered by RQYS from the Occupant as liquidated damages and may be the subject of the lien referred to in clause 6 hereof.
7. Notwithstanding any other rights in Law or Equity which RQYS may have against the Occupant, in the event that the Occupant shall fail to pay the rent or any other monies payable hereunder or otherwise due and owing to RQYS under any circumstances whatsoever: -
 - (a) RQYS shall have a lien upon the vessel and its appurtenances, equipment and contents and may detain the same until such sum is paid. In the event that such sum is not paid within 7 days after the Notice of such lien has been given by RQYS to the Occupant RQYS may cause the vessel to be sold either by public or private sale and may first retain from the proceeds of such sale the expenses thereof and amount due to RQYS under this Agreement and shall then forward to the Occupant the surplus of such proceeds. In the event that the proceeds of such sale are insufficient to pay such expenses and the amounts due to RQYS hereunder, the Occupant shall forthwith pay same to RQYS on demand.
 - (b) RQYS may at its sole discretion remove the vessel to such other storage as it deems necessary and re-let the space previously occupied by the Occupant and retain any prepaid fees as liquidated damages.
 - (c) The vessel will not be permitted to be removed from the Squadron, the Marina or the hardstanding space while any money is owing to RQYS which shall be entitled to take all or any action which may be necessary or required to prevent such removal.
8. The Occupant hereby fully and effectually indemnifies and saves harmless and agrees to keep indemnified at all times during the term of this Agreement and subsequent to its conclusion or determination RQYS against all liability, loss, damage, cost or expense which it may incur for any reason whatsoever or howsoever arising by, through or in connection with the storage of the vessel and without in any way limiting the generality hereof by reason of injury to any personal property through any negligent or wilful act or omission of the Occupant, his servants, agents, invitees, licensees or assignees by, through or in connection with or about the use of the vessel, its fixtures, fittings and equipment, and or in or about the use of the Squadron or the Marina or the hardstanding space generally. The Occupant further agrees to indemnify, release and save harmless RQYS, its servants, employees and agents from any and all liability for damages, costs and expenses howsoever arising by, through or in connection with the vessel or 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 vessel, its motor and accessories or the use of the Squadron, the Marina or hardstand space. This clause shall not prejudice nor limit in any way, or be construed as waiving any rights or privileges, that RQYS may have under this Agreement.
9. RQYS gives no warranty or assurances whatsoever as to the suitability, safety or security of the hardstand space or the travel lifts or other plant equipment or cradles or racks or any other part of parts of the Squadron, Marina, Hardstand or its/their services or facilities for the purpose and or use of the Occupant and the Occupant shall be obliged and required prior to the commencement and at all times during the term hereof to make such investigations, inspections and enquiries as he considers necessary or appropriate to satisfy himself as to the suitability safety and security of same for his purpose and/or use.
10. The Occupant hereby authorises and empowers RQYS, its servants and agents to enter upon the vessel and to manoeuvre and or move the same within the Squadron, Marina, grounds or from the water as the case may be as and when the same may be necessary or

deemed expedient by the RQYS Manager or Secretary and for the purpose of and during any such manoeuvring, movement or removal, RQYS and its servants and agents shall be deemed servants and agents of the Occupant.

11. The Occupant warrants that he/they is/are the owner/s of the vessel and is/are the person/s entitled to the possession of same.
12. The rights and interests conferred by this Agreement cannot be alienated by the Occupant by agreement or otherwise, whether in writing or not, and the Occupant hereby expressly agrees that he shall not part with possession of the whole of or part of the hardstand space area specified in the First Schedule hereto.
13. This Agreement may be terminated by RQYS in the event that the Occupant breaches any of the terms and conditions of this Agreement (in which event the agreement shall become voidable at the option of RQYS or by Notice in writing of the termination of the Agreement given by RQYS to the Occupant) and may be terminated by the Occupant by Notice of the termination of Agreement in writing for not less than 30 days, given by the Occupant to RQYS provided however that Notice shall be accompanied by payment of all monies that are owing under this Agreement together with unpaid fees and charges.
14. The Occupant agrees to observe and be bound by the RQYS Constitution and By-Laws and Rules of the Marina as altered or amended by RQYS from time to time which shall be advised through the weekly e-newsletter *In the Wind* and posted on the Royal Queensland Yacht Squadron website. The rules of The Royal Queensland Yacht Squadron and such By-Laws and Rules shall be deemed to be incorporated in and form part of this Hardstand Rules & Agreement.
15. Wherever and whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter, and the singular includes the plural. Whenever the word RQYS is used herein it shall mean Manly Operations Pty Ltd and/or The Royal Queensland Yacht Squadron Limited as the case may be. The term Occupant and shall be deemed, whenever used in this Agreement, to mean the Occupant if more than one, joint and severally and the liability of each shall be joint and several.
16. RQYS shall not be deemed to have waived the benefit of any covenant, obligation or condition of this Agreement unless it specifically intends to do so and the same is evidenced in writing. Any other such waiver not proved in writing shall be taken as not impliedly waiving the benefit of any covenant obligation, or condition as part of this Agreement.
17. If any provision or paragraph hereof is construed or determined by a Court of Law as illegal or invalid, it shall be deemed deleted to the same extent and effect as if it had never been incorporated in the Agreement and all other provisions hereof shall continue in force.
18. These Rules & Agreement apply upon the member occupying any space on the hardstand with a vessel, trailer or any other equipment, regardless of whether the Hardstand Rules & Agreement have been duly signed.
19. These Rules & Agreement may be amended from time to time and any such amended version will be made available on www.rqys.com.au and amendments advised in the Squadron weekly publication *In the Wind*. Any amended versions will supersede any previous versions when published on the website.
20. A warning will be issued each time a boat, trailer or equipment remains on the lawn for 24 hours after it has been sailed.
21. Subsequent to each instance the boat, trailer or equipment remains on the lawn, a \$50 fee will be charged to the member account.

FIRST SCHEDULE:

The Parties:

1. Manly Operations Pty Ltd ACN 632 701 976 and The Royal Queensland Yacht Squadron Limited ACN 053 989 272 herein referred to as "RQYS") and,
2.
of.....and
.....
of.....
(hereinafter referred to as the "Occupant")

Vessel: Name: Length..... Breadth.....
 Type..... Reg.No.....Term.....(or as per clause 12
 Commencement Date..... Hardstand Space.....Rental \$..... per

SIGNED BY

For and on behalf of RQYS

In the presence of Witness

SIGNED by the OCCUPANT /S

In the presence of Witness

.....
..... Witness