

TERMS AND CONDITIONS

1. The Boat owner acknowledges and agrees that any boat placed on the hard storage area and any chattels in or upon the boat are not placed in the custody of the Evans Bay Yacht & Motor Club ("the Club") and that the Club is not in possession of the same unless and until the Club exercises any rights of seizure over the boat pursuant to these terms and conditions.
2. Pursuant to this Agreement the Boat owner hires the services of and engages the Club to remove the Boat-owner's boat from the water, store such boat on the hard storage area, and perform any other related matters that may be agreed (haul out use").
3. The Boat-owner's boat is transported and stored on the hard storage area pursuant to this Agreement entirely at the risk of the Boat owner and at all times remains at the risk of the Boat owner and neither the Club nor any servant, agent or employee of the Club shall be liable either directly or vicariously (in negligence or otherwise) for any damage to or theft or loss of the boat or any tackle, goods, gear, machinery or other property thereon whilst on the hard storage area or on the finger jetties, trolley or travel lift no matter how or from what cause such loss or damage may arise or occur including (but without limiting the generality of the foregoing) loss or damage caused by the movement of the boat by any person not authorised by the Boat owner to remove it whether such removal was permitted by the Club or not.
4. Responsibility for positioning lifting slings/strops. The boat owner shall be fully responsible for positioning the lifting slings/strops of the travel lift in positions so that they will not cause damage to their boat or protruding items e.g. logs, depth sounder transducers etc, and will ensure that both during movements the lifting slings /strops will be maintained in the correct position, alerting the travel lift driver if they move. The Club does not accept any responsibility for damage caused to the boat or fittings during lifting and moving.
5. If circumstances arise in which the safety of the Boat-owner's boat is threatened, and the Club considers it necessary to move the boat from one location on the hard storage area to another, then the Club has full authority to do so provided that before doing so the Club will make reasonable endeavours to advise the Boat owner that the Club intends to re-locate the boat, and the reason therefor. If attempts to make contact with the Boat owner are not successful, the Club shall have the right to re-locate the boat, and the Club will advise the Boat owner as soon thereafter as possible.
6. Neither the Club nor any servant, agent or employee of the Club shall either directly or vicariously be liable in negligence or otherwise for any injury loss or damage sustained or suffered by the Boat owner or any other person on the hard storage area no matter how or from what cause such injury loss or damage may occur.
7. The Boat owner hereby indemnifies and will keep indemnified the Club against all actions, suits claims, debts obligations and other liabilities arising out of this Agreement or out of any act or omission of the Boat owner, or the servants, agents, employees or invitees of the Boat owner and the Boat owner agrees to compensate, recompense, pay and indemnify and hold indemnified the Club against any loss or property damage to any equipment plant or machinery used by the Club to lift, move, transfer or store a boat on the finger jetties, slipway or hard storage area and for any personal injury, death or loss of or damage to any property or any person caused or resulting from the acts or omissions of the Boat owner or the servants, agents, employees or invitees of the Boat owner.
8. All charges shall paid by the Boat owner in accordance with the Club's Schedule of Charges attached to this Agreement. The Schedule of Charges shall remain fixed for a period of sixty (60) days from the date of this Agreement, but thereafter may be reviewed at the Club's discretion. In the event of any changes to the Schedule of Charges which affect the Boat owner, the Club shall give immediate notice to the Boat owner. Any charge for haul out use of up to 7 days is to be paid on application unless with arrangement of the Club. Charges for haul out use over 7 days must be paid before the vessel is launched.
9. The Club reserves the right to apply an additional charge where boat owners use additional power e.g., building a boat, welding, paint stripping with heat guns etc.
10. The hard storage area is not a storage or sales berth area. Boats left unattended,/not worked on may, at the discretion of the Slipmaster or nominee, be charged a penalty fee, at a rate as noted in the schedule of charges (it is the boat owner's responsibility to give written advice to the Slipmaster should delays be experienced).
11. The Boat owner shall comply with any times appointed by the Club for the slipping of the Boat-owner's boat. In the event that the Boat owner fails to keep any appointed time, the Club shall be entitled to charge the Boat owner for any hourly charges from the appointed time. The Boat owner shall give to the Club as much advance notice as possible (not less than 48 hours) as to the desired date for the slipping of the Boat-owner's boat. Weekend haul out operations must be arranged with the Slipmaster during the working week as there are times when this may not be possible.
12. If any money owed by the Boat owner to the Club is overdue for payment, the Club shall be entitled to seize the Boat-owner's boat and shall thereupon have a general lien upon and right of retention of the boat so seized until all money due by the Boat owner to the Club has been paid in full. If the money owing remains unpaid for a period of 21 days after the Club shall have given written notice to the Boat owner of seizure as aforesaid, the Club shall be entitled without further notice to sell by auction or otherwise dispose of the boat seized and any chattels thereon or therein and the proceeds of such sale shall be applied first, towards the expenses of seizure and sale and secondly, the payment of money due to the Club and thirdly, the payment of the balance (if any) to the Boat owner. If there shall be a deficiency the Club may proceed to recover such deficiency from the Boat owner in summary manner. The Boat owner undertakes to indemnify and save harmless the Club from all claims, suits and demands made by any person, firm or corporation in respect of any sale by the Club pursuant to these provisions.
13. Any notice required to be given to the Boat owner may be delivered to them either personally or by fax or by e-mail or by posting it by registered letter addressed to the Boat owner at any of the address details inserted in this Agreement. Any notice so posted shall be deemed to have been delivered when it would have been delivered in the normal course of post.
14. The Club may deliver up the boat at any time to any person producing this Agreement or offering such other evidence of ownership or authority to receive the said boat as the Club may deem satisfactory provided that all monies outstanding to the Club are fully paid.
15. If a Boat owner sells the boat, while on the hard, the Boat owner is liable for all charges incurred until such time as the new owner signs a new agreement with the Club and consents to accept responsibility for changes. The Boat owner must advise the Club, in writing, of the details of the new owner, a contact address and phone numbers. It is the Boat owner' responsibility to ensure the new owner understands and complies with this.
16. The Boat owner shall at all times keep the area surrounding boat on the hard storage area tidy and shall not store supplies and materials, accessories or debris on the hard storage area and shall deposit all garbage and waste materials, in receptacles provided. All gear on the deck of the vessel must be either stowed or secured to prevent falling over the side whilst the vessel is on the hard storage area. Ladders used for onboard access must be secured to the vessel. The Club reserves the right to refuse to return the boat to the water or deliver to any other location, if the area surrounding the boat on the hard storage area is not tidy to the satisfaction of the Club.
17. The Boat owner shall not permit to be made on the hard storage area any disturbance or noise or any act or thing which in the opinion of the Club may or may become an annoyance, nuisance or disturbance to the Club or its agents or servants or to any other users or occupiers of the hard storage area or any of the surrounding properties.
18. The Boat owner shall not:
 - (a) carry out any sandblasting, wet or dry, on the hard storage area;
 - (b) use any machine tools between the hours of 8.00 pm and 7.00 am on any day of the week;
 - (c) carry out any spray painting work without providing adequate protection to adjacent vessels.
 - (d) use a grinder in such a manner that metal or other debris causes damage to other boats or Club property (from airborne particles). Adequate precautions to prevent this must be taken.
19. The Boat owner must immediately clean up any pollution or spillage of any paint, oil, diesel, bilge water or any other substance. The costs of clean up by Slipway Staff will incur an hourly fee as noted in the schedule of charges. The cost of repair/make-good of Club facilities i.e. pavement or buildings must be paid before relaunching back into the water.
20. The Boat owner, and their agents and invitees, shall at all times comply with Wellington City Council rules regulations and by-laws and the provision of the Resource Management Act 1991, the Health and Safety in Employment Act 1992 and all other relevant Acts, regulations and by-laws AND with the Club's health and safety requirements must also be adhered to at all times.
21. The Club may terminate this Agreement by written notice to the Boat owner if the Boat owner breaches or fails to observe or perform any of the terms and conditions of this Agreement. On termination the boat must be removed from the hard storage area by the Boat owner. In the event of the Boat owner failing to remove the boat, the Club may seize and/or remove the boat and arrange for it to be stored or disposed of, in which case the Boat owner shall be liable for all costs relating to such storage or disposal as may be incurred by the Club.
22. The Boat owner recognises and accepts the Club's Slipmaster, or nominee, as the Club's appointed agent for administering the haul out and hard storage services and with authority to enforce the provisions of this Agreement. Any application for haul out use shall be lodged with the Slipmaster.
23. Commercial vessels shall not use the haul out facilities except in an emergency or when authorised to do so by the Slipmaster.