



STILLWATER BOATING CLUB

YARD HAUL OUT APPLICATION

Prices effective as of 1st July 2018

Please complete this application and return it to the Club with your payment to make a booking.

Stillwater Boating Club Inc.

70 Duck Creek Road, Stillwater

Auckland, New Zealand 0993 www.swbc.co.nz

Phone: (09) 428 2185 Email: admin@swbc.co.nz

Disclaimer

The Applicant acknowledges by signing this application that neither any member of the Committee of the Stillwater Boating Club, or the Stillwater Boating Club shall accept any responsibility for any loss or damage suffered in the event that the expected date of relaunch is not completed by the date specified in this application.

Yard Stay Time and Payment

1. This application and the enclosed corresponding schedule of charges shall apply for a maximum period of three (3) months from the date that your vessel is hauled out.
2. In the event that the period of three (3) months shall expire, approval for an extension of time must be given to the Applicant by the Yard Manager. Please advise Yard Manger in advance, and if approved, the increased fee* for the additional period may apply.
3. The Committee of the Stillwater Boating Club reserves the right to decline or terminate an additional term.
4. For avoidance of doubt, the Committee of the Stillwater Boating Club reserves the right to increase the schedule of charges (enclosed) at any time.
5. Subject to Clause 6 below, all payments under this application must be made in either cash or by way of a designated automatic payment system (as designated by the Committee) by the Applicant in favour of Stillwater Boating Club.
6. The Committee of the Stillwater Boating Club reserves the exclusive right to determine the method of payment mentioned in clause 5 above. In the event that the Committee and/or the Stillwater Boating Club decides to accept another form of payment, this shall be deemed binding on the Applicant.

Indemnity by the Applicant

The Applicant agrees and undertakes to indemnify Stillwater Boating Club and/or any or all members of the Committee against any actions or omissions taken or committed by the Applicant which causes loss, and/or destruction and/or damage of any nature whatsoever to any vessels and/or equipment and/or property belonging to Stillwater Boating Club while using Stillwater Boating Club's facilities and/or on Stillwater Boating Club's premises.

Terms & Conditions for Operation and Safety Rules for Haul Out, Hard Stand and Grid General

All operations and work within the ramp and hard stand area shall be conducted with regard to the safety of the people involved and of the general public who may be in the vicinity, and comply with Health and Safety Regulations of the Stillwater Boating Club.

The Yard Manager, any Committee Member or suitably delegated person has the authority to stop any operation or work if that person deems it to be unsafe. The operation or work in question shall cease until the safety concern is resolved to the satisfaction of the Yard Manager or Committee Member.

At all times the Skipper/Owner of a vessel being hauled or launched shall be responsible for the safety of the operation. It is his/her obligation to ensure that the operation is proceeding in a manner that is safe and secure for his/her vessel.

Main Health and Safety rules to comply with

Health and safety is a big deal these days, and the club needs to ensure that all rules are followed. Please take this seriously to avoid harm to yourself, harm to others, and potential legal issues if there is an accident.

This is a list of the main safety rules that relate to the boat yard, but it is advised that you read through the full document on the club's website:

1. Random checks of the yard will be undertaken to ensure compliance.
2. Ladders to be tied at the top, and to extend at least 1 metre above the deck wherever possible. Make sure the ladder is sitting on a level and stable platform.
3. No items to be placed on the deck where they could fall off onto people below.
4. Any hazardous substances must be declared to either Mark Penniall on 027 5413627, or to the yard manager, Stuart Hunton. Material data sheets must be available for these substances, so that in the event of a spill or ingestion, the correct action can be taken.
5. Be aware of others at all times when working in the boat yard.
6. No sleeping or living on boats while in the boat yard.
7. No excessive consumption of alcohol while in the boat yard. A couple of drinks is fine, but intoxicated people will not be tolerated, and is in breach of the club's health and safety policy. If you want to keep drinking, please move out of the boat yard.

Please comply with any club committee member's instructions to improve safety.

A complete copy of the club's health and safety policy is available on the club website.

I have read the above safety rules, and agree to comply with them.

Print name. _____

Signature: _____

Initials _____

HAUL OUT

1. All haul outs and re-launches are to be pre-booked with the Yard Manager.
 - a. All haul outs to be carried out by Stillwater Boating Club vehicle and staff.
 - b. Any vessel hauled without a booking will be subject to an extra charge of \$100 or will be returned to the water, or both, as decided by the Yard Manager.
 - c. Any member of Stillwater Boating Club who makes two or more unbooked/unauthorized haul outs will be permanently suspended from using the hard stand facilities.
 - d. Private trailers/trolleys for haul out use must first be approved by Yard Manager.
2. At the arranged time the Skipper, and preferably two more people, the Skipper and/or his/her assistants will assist the Yard Manager to assemble the cradle on the trailer.
3. At time of the pre-arranged low tide, the Skipper will assist the Yard Manager to lower the trailer down the ramp.
4. At time of the pre-arranged high tide, the Skipper will position the vessel onto the cradle for haul out.
5. Should the Skipper fail to attend any of the above:
 - a. There will be an extra charge of \$50.00 (including GST) for each default, and in addition;
 - b. The Yard Manager may at his/her option decline to haul the vessel out.
6. When the vessel is safely positioned on the cradle, the Skipper shall give his consent to commence the haul out. The safety of his vessel and crew is at all times the responsibility of the Skipper.
7. Once haul out commences, it is the responsibility of the Yard Manager/Tractor Driver to ensure the safety of the haul operation and the general public. The Yard Manager/Tractor Driver have the authority to:
 - a. close the ramp to other users and;
 - b. direct the general public to stay at a safe distance.

SKIPPER CRADLES

8. If the Skipper provides his own cradle then this will only be used once the approval of the Yard Manager is given.
9. In deciding whether or not to give approval, the Yard Manager will:
 - a. visually inspect the cradle to ascertain no obvious defects or excessive rust.
 - b. visually assess the adequacy of the cradle structure to carry the vessel loads.
 - c. visually assess the stability of the cradle and loaded vessel under the conditions of the haul out operation.
10. The Yard Manager's consent to use the Skipper's cradle shall not absolve the Skipper from his responsibility for the adequacy of the cradle under the haul out conditions at Stillwater Boating Club.
11. If the Yard Manager does not give approval for use of the cradle, the cradle will not be used, and the Skipper will remove the cradle from the hard stand and Stillwater Boating Club area within two weeks.

12. If the Skipper disagrees with this assessment, then the Skipper will be required to present a Certification of Fitness for Purpose from a chartered engineer (civil or mechanical). Such certificate must be dated after the Yard Manager's direction that the cradle is not to be used.

WASH DOWN

13. All wash down/water blasting is to be carried out directly above the catchment drain at the top of the ramp.

HARD STAND WORK

14. As from 1st July 2015 new regulations from the Environmental Protection Authority ("the Authority") came into force for the Clubs slipway. These new regulations have a direct impact on how you are able to work on your boat while it is on the hard stand and grid. There are two main areas that will impact on all users. These relate to the removal of antifoul and its reapplication and the application of paints to your boat's hull and superstructure.
15. Grinding of steel boats is only permitted under strict regulations. Please check with yard manager prior to any commencement of this activity. You will be held responsible for any damage incurred by other vessels if this is done without prior permission.

ANTIFOUL

16. You are only allowed to waterblast antifoul from your boat while it is on the rails directly above the catchment drain at the top of the ramp, not on the grid.
17. You are required to display signage warning people of the hazard that it creates and to cone off the immediate area to prevent access. The Stillwater Boating Club will provide both signage, he cones and the barrier arms to enable you to comply with this.
18. Re-antifouling your boat can be done anywhere on the yard, however you are now required to display signage advising people that you are applying a hazardous substance and you are required to restrict access to the immediate area. This applies to the removal of the antifoul and hull and cabin paints.
19. You are now required to wear protective clothing or equipment to limit your exposure to the paint and its fumes.
20. If you choose to remove antifoul and paint from your boat by wet sanding or with a scraper you are required to clean the area around your boat and dispose of the waste into the appropriate bins provided. You need to clean under boat on a daily basis.

SPRAY PAINTING

21. You can only spray paint your boat, both antifoul and other paints, if you protect yourself and ensure that any adjacent boat or people will not be affected by overspray and/or fumes. Ideally your boat should be fully tented or, at the least, tent sided. You must have signage to warn people of the work you are doing along with barriers to prevent access.
22. No exception will be made to these conditions as significant fines can be imposed by the Authority and the Stillwater Boating Club could lose its water discharge consent which would, in effect, close the yard down. The Stillwater Club has, over the last year, spent considerable funds to ensure the slipway remains compliant with current regulations. These regulations are evolving and we are sure future measures will be put into place that will require your co-operation.

TRACTOR DRIVERS

23. Only approved Tractor Driver(s) are permitted to use the tractor to haul out and re-launch:
 - a. Vessels on Stillwater Boating Club trolley and/or cradles.
 - b. Vessels.
24. If the Yard Manager is absent, the Tractor Driver shall be deemed to have the approval of the Yard Manager to proceed with pre-booked haul outs (in particular any haul-outs that have not been pre-booked with the Yard Manger).
25. The Tractor Driver(s) do not have any authority to accept haul out bookings.

GRID RULES

26. The grid must be booked on the white board on the Stillwater Boating Clubhouse deck.

PONTOON

27. Use of the pontoon is for loading and unloading only. Extended use of the pontoon must be authorised by the Yard Manager. Fees shall be paid to the Stillwater Boating Club as list on the attached Schedule of Charges

DECLARATION

I/We the owner(s) of the above craft apply for use of the Stillwater Boating Club’s facilities and the services of the Yard Operator for the hauling out, storage and/or launching of the craft on dates to be arranged with the Stillwater Boating Club.

I/We the owner(s) of the craft jointly and severally agree:

- 1) to be bound by the Rules of the Yard, the conditions of storage of yachts and launches and best practices to be followed for hauling and maintenance of vessels.
- 2) pay the Stillwater Boating Club all sums due and payable by me/us (including penalty interest at the rate of 20% per annum on a compounding basis on any outstanding account(s)).
- 3) to be solely responsible for the safety of the craft whilst on the yard or being hauled out or launched.
- 4) to be solely responsible for the suitability and safety of any cradle on which the craft is hauled, launched or stored.
- 5) to comply with all legal requirements including without limitation all Health and Safety requirements under the requisite legislation.
- 6) to take all measures necessary to protect the environment and avoid pollution of any nature.
- 7) To the fullest extent permitted by law, to indemnify the Stillwater Boating Club against all claims made against the Stillwater Boating Club in respect of the haul out, storage or launching of the craft.
- 8) to advise the Stillwater Boating Club immediately if there is any change in the ownership of the craft and to give full contact details in respect of the new owner. Until such time as the Stillwater Boating Club is notified and agrees to update its register to reflect the change in ownership, the previous owner shall be responsible for the craft, its obligations and any amounts payable to the Stillwater Boating Club.
- 9) if any of the preceding rights of the Stillwater Boating Club are breached and/or the obligations imposed on the owner(s) are not completed, the Stillwater Boating Club shall have the absolute right (at its sole discretion) to refuse haul out of the vessel.

Monthly yard accounts will be paid promptly and in full upon receipt of invoice/statement. Final balance shall be paid prior to the vessel being launched or taken away. **All accounts must remain current.**

TERMS OF TRADE: All accounts are payable within seven days (7) following the date of invoice. If the account is not paid within 30 days after the due date, Stillwater Boating Club reserves the right to recover the debt via use of a debt recovery agency which may charge you a fee equal to 25% of the unpaid portion of the invoice amount and other legal and collections costs not covered by the fee. The minimum fee will be \$25.

I/we have read the above. I/we accept all terms set out therein and overleaf and will comply with the same.

Signature: _____ Name of signatory (please print) _____

Date: _____ Membership Number: _____

Signed on behalf of Stillwater Boating Club: _____

Date: _____

Please ensure you have initialled every page.

Initials _____

8.

Haul Out and Hardstand Application

This form must be filled out before any haul out actions begin and is given to the Yard Manager

(PLEASE PRINT)

Boat Owner Name: _____ Membership No: _____

Address: _____

Home Phone: _____ Work: _____

Mobile: _____

Email Address: _____

Boat Name: _____ Hull Type: _____

Length: _____ Beam: _____ Draft: _____ Weight: _____

Name of Insurer/Policy Number: _____

Hard copy of above sighted: Yes or No (please circle)

Deposit \$100 on booking: Received Yes or No (please circle) (see attached schedule of charges)

Date requested for haul out ____/____/____

Expected date of relaunch ____/____/____

(Which must be within 90 days of the haul out date specified above. Any variation to this date must be agreed to in writing by the Committee of the Stillwater Boating Club).

Signature of the Applicant:

Name:

Date:

Please read the enclosed Disclaimer and information on Yard Stay Time and Payment, Indemnity and Terms & Conditions which form part of this application. By signing this application, you agree you have read, understood and agree to be bound by these as they are applicable to your circumstances.

Initials _____

APPENDIX A - SCHEDULE OF CHARGES (GST inclusive) - 01.07.2018

Schedule of Charges	Charges	
Haul Out (members only)	\$100	Each way
Waterblast	\$45 per vessel	\$30 p/h yard staff
Hardstand fee	\$8.55	Per day
*Hardstand fee (after 3mths)	\$10.26	Per day
Club cradle use	\$7.12	Per day
*Club cradle use (after 3mths)	\$8.55	Per day
Dinghy locker	\$240 (\$20 per month)	Per year
Wharf berthage overnight	\$10 members	Per night
Wharf berthage overnight	\$30 non-members	Per night
Dry Shelter 3week limit – no exceptions	\$150	Per Week
Club clean-up of your work area	\$50 min + tip fees	Per hour
Environmental fines due to skipper or crews actions	Actual cost of fines plus any club costs	

Payments:

- Internet Banking** - Online payment to our Bank Account:
ASB 12 - 3046 - 0163618 - 00 (use name for reference)
- Cash or EFTPOS/VISA** transaction at the club house during opening hours
- Direct Debit** - Please complete a Direct Debit Form and return with this signed agreement

(Payments are deducted on Haul-out, 7th each month, and on the date of re-launch)