



ROYAL PRINCE EDWARD YACHT CLUB

ABN 12 000 900 069

MOORING APPLICATION & LICENCE AGREEMENT

PERSONAL DETAILS

Title: _____ Surname: _____ First Name: _____

Residential Address: _____

Suburb: _____ State: _____ Postcode: _____

Phone (Home): _____ Work: _____

Mobile: _____ Facsimile: _____

Email (Home): _____ Email (Work): _____

RPEYC Membership Number: _____

Postal Address (if different from residential): _____

Suburb: _____ State: _____ Postcode: _____

MOORED CRAFT DETAILS

Yacht or Power Boat?: _____ Make: _____

Registration Number: _____ Sail No (if applicable): _____

Hull Colour: _____ Deck Colour: _____ Craft Name: _____

Hull Length: _____ Beam: _____ Draft: _____ Displacement/Weight: _____

FEES

The fees are approved annually by the General Committee and published as a Facilities Fee Schedule.

The fees are payable on acceptance of this Application and subsequently on the 1st July each year thereafter.

AGREEMENT

I, (the applicant) have read, understood and accept the conditions of this agreement, which incorporates the conditions on the following page.

I accept that these conditions must be complied with at all times if I am granted a mooring allocation.

Signature: Date:

This form must be completed in full and submitted to the Club Office. Any incomplete forms will not be processed. For further information please phone 9363 5809 or secretary@rpeyc.com.au.

RPEYC TERMS OF MOORING LICENCE AGREEMENT & CONDITIONS OF USE

1. Only financial members of the RPEYC ("**the Club**") will be granted a mooring allocation licence if space is available. Preference shall be given to members involved in regular sailing activities (**the Licensee**). Either party may terminate this licence agreement on one month written notice.
2. Subject to clause 1, each licence will continue in force while ever the applicable fees are paid. The fee is payable in advance.
3. Mooring fees will be reviewed and published annually by the Committee. An invoice will be forwarded to the Licensee each year with payment to be made within 30 days. If the invoice is not paid within the allocated time, the agreement will be terminated, and the craft and must be removed by the owner. If the owner does not remove the craft, the craft may be disposed of pursuant to the Uncollected Goods Act 1995 ("**the Act**").
4. The Committee may offer a pro rata refund should a Licensee wish to terminate this agreement within the twelve month invoice period.
5. All craft on Club moorings must be uniquely identifiable with their Registration Number clearly visible.
6. The Licensee of a Club mooring must have at least 50% effective ownership of the craft on the mooring either personally or as a shareholder in a company or member of a syndicate. Craft not meeting this ownership requirement in the absolute uncontrolled discretion of the Club shall be removed by the owner and the agreement shall be terminated without refund. Craft not removed will be disposed of pursuant to the Act.
7. Any changes to either personal contact details or craft details must be promptly notified to the Committee. Failure to promptly provide this information may result in the agreement being terminated.
8. The Committee reserves the right to terminate the agreement if any relevant conditions are breached or if the allocated mooring is misused in any way. In such cases, no pro rata refund will be issued.
9. Any craft (including parts or equipment) that are attached to a Club mooring without authorization from the Committee will be removed and dealt with pursuant to the Act. This does not include tenders associated with the moored craft.
10. Moored craft are to be maintained in a good and clean condition. Craft that are derelict, awaiting repair or abandoned will be removed and disposed of by the Committee, in accordance with the Act.
11. The Club accepts no liability or responsibility for loss, damage or theft of any craft, parts or fittings stored on the Club's premises or on Club moorings. Members are advised to maintain their own insurance cover for loss or damage to their craft and equipment.
12. The Committee reserves the right to review all agreements and, in its absolute uncontrolled discretion, reallocate the mooring if the relevant craft has been deemed by the Club to have not been used regularly. In the event that applications for mooring spaces are received by the Committee and exceed the available spaces, the Committee reserves the right, in its absolute uncontrolled discretion, to terminate agreements on 2 months notice to Licensees whose craft have been deemed to not have been used regularly.
13. The terms of this agreement may be altered from time to time by the Committee and will become effective once notified on both the Club Notice Board and website. If a Licensee does not accept the amended terms as notified, they will remove their craft from the Club mooring within one month and notify the Committee in writing.
14. The Licensee shall provide the Club with a copy of a current public liability insurance policy for the craft the subject of this mooring licence for a sum of \$10,000,000. The Club requires that a current copy of this insurance policy be provided to it annually.

INDEMNITY

You, the applicant for a mooring licence, indemnify the RPEYC, its directors, its staff, its members and guests from and against all actions, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- o loss of, loss of use of, or damage to property of the RPEYC
- o personal injury (including death) to any person or loss of, loss of use of, or damage to any property; resulting from or by reason of anything done or omitted to be done by you arising out of your activities undertaken at or near the club's facilities.

Your liability to indemnify the RPEYC is reduced proportionally to the extent that a negligent act or omission of the RPEYC or its directors, employees, members and their guests has contributed to the injury, damage or loss.