

SANDRINGHAM YACHT CLUB INCORPORATED

SLIPPING AND YARD BOOKING FORM & TAX INVOICE SPECIAL CONDITIONS

1. For the purposes of these conditions the 'club yard' means the entire area of land within the Club premises situated and known as Jetty Road, Sandringham.
2. The Club means the Sandringham Yacht Club Incorporated, its servants, agents committee and members.
3. I or my Agent are solely responsible for the placement of the slings and shall hold the Club harmless from any responsibility for damage to or loss of my boat during:
 - a) slipping or launching of the boat and
 - b) relocation of the boatin the Club yard whether such relocation is with my consent or at my direction or not and this condition shall apply to any injury, bodily or otherwise, sustained by me or my principals, servants or agents or loss of or damage to other property belonging to or in the physical or legal control of myself, my servants, principals or agents within the club yard.
4. I or my Agent shall be solely responsible for placing or fixing my boat upon the cradle (including truck transportation) and if any damage occurs to my boat or bodily damage is sustained by me or my principals, servants or agents as a result of the boat not being so properly placed or fixed on the cradle then I acknowledge I shall be responsible for any such loss or damage incurred and shall indemnify the Club from any claims whatsoever.
5. I shall place no responsibility upon the Club for damage to underwater appendages unless I have fully advised the boatlifter operator of its position.
6. I acknowledge that the only persons entitled to be present in the Club yard to work on the boat must be approved by the Club and if such approval is not given to any person providing goods and services for my boat then the Club is authorized to remove them the Club yard without warning and shall be entitled to treat them as trespassers.
7. I acknowledge that the boat shall only be washed down or waterblasted in the silt trap area and that no dry sandblasting to the boat shall occur on the hardstand and only endorsed wet sandblasting will be carried out in the designated area.
8. I acknowledge that the Club is entitled to request that I remove my boat from the Club yard at any time upon the giving of twenty four hours notice and whether or not I am in default of any payment or any other conditions contained herein I am obliged to remove the boat immediately without any claim against the Club.
9. I shall be responsible for the removal of scrap waste gear and other material brought into the club yard for any purpose and for loss, damages and/or costs and expenses arising as a consequence (whether direct or indirect) of any failure to do so.
10. I shall be responsible for all loss of or damage to any cradle and/or other property of others (including the Club) caused by an indirect or direct consequence of me, or persons on my behalf, bringing or endeavouring to bring any boat and or their equipment into the Club yard.
11. I hereby warrant and undertake that I shall not bring any boat exceeding 22 metres in length or exceeding 40 tonnes in weight into the Club yard.
12. I agree that if I am a non member I shall make payment of all charges prior to relaunch.
13. In consideration of my being granted permission to slip my boat at the Club I hereby agree:
 - (i) To indemnify the Club and its members or in the event of me being a member of the Club then the Club and all the other members of the Club and any other legal persons associated with the Club from all claims from time to time and each of them and their successors from all claims actions liabilities demands costs expenses and amounts of money whatsoever which may be taken or made against them because of my action or my failure to take any action arising directly or indirectly as a consequence of the acceptance of this application for any act occasioned on the premises of the club yard and slip as a consequence of any action of mine.
 - (ii) I hereby grant to the Club a lien upon and custody of my boat the subject of this application in the event of my failure to pay all fees payable in respect of the slipping of my boat until such time as such unpaid fees are paid. If at the expiration of 30 days after formal letter of demand has been served upon me for unpaid fees, such fees remain unpaid, then I acknowledge the Club shall be entitled to arrest my boat whether in the club yard or the marina administered by the Club and thereafter to sell my boat and deduct the aforesaid fees there from and account to me for any balance. For the purpose of these conditions it shall be sufficient for the Club to address the formal letter of demand to me by prepaid ordinary mail to the address set out in the application form herein. My failure to receive such a letter shall not be a defence to any action taken by the Club in accordance with these conditions.