



# Whitsunday Sailing Club Hardstand Rules & Agreement

Revised  
October  
**2020**

# Whitsunday Sailing Club Ltd (WSC)

## HARDSTAND RULES & AGREEMENT

### RULES:

These rules refer to all members and guests who use the Whitsunday Sailing Club's facilities for boating and/or storage of Powerboats, Yachts, Trailer Sailors, Sailing Dinghies and Off the Beach boats.

#### 1. Space Allocation & Storage:

1. A Hardstand Agreement must be completed and signed prior to the vessel, trailer or other equipment being stored at the WSC.
2. All vessels and trailers stored on WSC property must be in good repair and must be able to be moved.
3. Vessels, trailers or equipment must be returned to the allocated space following use each day.
4. Vessels, trailers or equipment must not be left on the rigging lawn at any time. (Exceptions to this rule are made during regattas where vessels and trailers may be stored prior to and after the regatta)
5. Vessels, trailers or equipment stored at WSC will be issued with an ID tag which will be provided on the completion of the Hardstand Rules and Agreement and payment made. This must be displayed in a clearly visible place on the vessel or trailer.
6. Any vessel, trailer or equipment that is stored without being booked with the WSC 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.
7. All allocated hardstand spaces must always be kept clean and tidy.
8. The access gate must be locked after entry and departure for security.
9. The club tractor is not to be used for the launch, movement and retrieval of vessels on the hardstand unless permission is obtained from General Manager or Secretary.
10. All boating equipment must be stored on the vessel or trailer itself and not be stored on the grass areas under or near the said vessel. Fees may be charged to remove this equipment.
11. For vessels safety no flammable materials like paint, chemicals or the like are permitted to be stored on club land.
12. No sanding, painting, grinding or other "shipyard" type work is permitted without approval from the General Manager or Club Secretary. Without approval boats must be removed off site for works such as these.
13. For Safety purposes WSC reserves the right to move vessels and trailers around the hardstand if necessary, this includes events such as Airlie Beach Race Week, Airlie Beach Festival of Music and weather events. WSC will attempt to relocate boats in hardstand and boats may be asked to use a mooring or be picked up from club grounds at the owner's expense.
14. Dinghies stored on road trailers will be charged at normal hardstand rates
15. All vessels are to be stored in a position to be easily towed or moved which includes all engines and propellers and or sea legs to be tilted to a height that will not impede relocation.
16. If you wish to padlock your trailer or cabin, please leave a key with the secretary. If vessels need to be moved and therefore padlocks to be cut, the club is not responsible to replace cut or broken padlocks. It is your responsibility to provide the secretary with a key.

#### Launching Ramp Conditions:

17. Do not enter the ramp whilst it is in use. Two (2) lanes area available, please keep to the left or the right.
18. Clear the ramp as quickly as possible.
19. Priority shall be given to the launching and retrieving of the WSC rescue and training vessels.
20. Rigging and other preparation must be completed away from the ramp access.
21. When flushing motors engage idling revolutions only to minimise noise pollution.
22. Trailers must be returned to their allocated spaces if applicable. If no space has been allocated, trailers must be parked in the upper carpark. No trailers can be left on or by the ramp, on the lawn area or on the driveways. Trailers left in these areas will be moved to the upper carpark.
23. Vehicles are not to be left unattended on club grounds or block access to the boat ramp or hardstand.
24. Vehicles must not park or drive onto the lawn area in front of club.
25. Vehicle left in unapproved areas will be towed at the owner's expense or wheel locked
26. Wash down of vessels must take place in the wash down bay only with a limit of 15 minutes per vessel.

#### Pontoon Conditions:

27. Tenders must not be padlocked to the pontoon.
28. All tenders must be tied up on the southern side of the pontoon and must not impede into the northern side of the launching channel. Any tenders that do not adhere to this will be removed and any costs involved will be at the owner's expense.
29. A limit of 12 hours per day for pontoon use.
30. All tenders using the pontoon must clearly display their identification tag.

**2. Charges**

1. Hardstand storage rates are calculated as followed for monohulls:
  - \$72.50/Lineal foot (\$237.86/Lineal metre) length (bow to stern or tow ball to stern) per annum based on paying annually 12 months in advance. For payment on a monthly basis add 5%, for payment of 6 months add 3%
2. Hardstand storage rates are calculated as followed for multihulls:
  - \$72.50/Lineal foot (\$237.86/Lineal metre) length (bow to stern or tow ball to stern) per annum based on paying annually 12 months in advance. For payment on a monthly basis add 5%, for payment of 6 months add 3%
    - For vessels over 3m(9.84ft) wide an excess of 10% will be added for every 1m of width/3.28 Feet. Measurements will be rounded up to the nearest 0.5m(1.64 Feet).
    - For example: A multihull 5m(16.4ft) wide and 30ft long will be calculated as follows:
      - $\$72.50 \times 30 = \$2175 + 20\% = \$2610PA$
3. Payment is to be made direct debit from bank account or credit card only. Please see our direct debit policy and authority form.

**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 charged to the credit card held on file.
3. If payment is not received within the seven-day time frame the vessel, trailer or equipment will be secured until payment is received.

**4. Insurance**

Every vessel owner/tenant must supply a current insurance policy certificate to the Club Secretary upon the renewal of any annual policies.

**Credit card details**

Type of card (Visa/MC).....

Name .....

Card number .....

Expiry .....

Signature .....

# AGREEMENT:

THIS AGREEMENT is made on the date in the Schedule hereto,  
BETWEEN WSC (as herein defined) and the Tenant described in the Schedule hereto.

## WHEREAS:

- A. WSC has hardstand storage and other facilities located at 11 Ocean Road, Airlie Beach (hereinafter referred to, where applicable, as "the Club, Hardstand or Marina").
- B. The Tenant desires to secure storage rights at the Hardstand as described in the First Schedule hereto for the rental specified from time to time by WSC and otherwise subject to the terms and conditions hereinafter set forth.

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

1. The Tenant 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 Club (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 WSC from time to time (hereinafter referred to as the "hardstand space" for storage of a vessel by the Tenant.)
2. The Tenant shall pay to WSC 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 WSC website.
3. It is a requirement that the Tenant 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 Club, Hardstand or Marina and the Tenant shall further obtain and take out an insurance cover in a form approved by WSC for public liability arising out of the use of the vessel, its fittings, fixtures and equipment in or about the Club, 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 General Manager for possible consideration to providing alternative insurance arrangements. Consideration of any alternative arrangement will be at the sole discretion of the General Manager.
4. The Tenant shall, upon demand, reimburse WSC in respect of any damages or injury caused by the Tenant, his servants, agents, invitees, licensees and other users of the vessel, whether permitted or not, to the Club or any part of the buildings or facilities forming part of or used in connection with the Club 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, gates, pilings, marina walling or any other boat in the Marina.
5. Notwithstanding any other rights in Law or Equity which WSC may have against the Tenant, in the event that the Tenant shall fail to pay the rent or any other monies payable hereunder or otherwise due and owing to WSC under any circumstances whatsoever:
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  - WSC 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 WSC to the Tenant WSC 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 WSC under this Agreement and shall then forward to the Tenant 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 WSC hereunder, the Tenant shall forthwith pay same to WSC on demand.
  - WSC 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 Tenant and retain any prepaid fees as liquidated damages.
  - The vessel will not be permitted to be removed from the Club, the Marina or the hardstanding space while any money is owing to WSC which shall be entitled to take all or any action which may be necessary or required to prevent such removal.
6. The Tenant 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 WSC 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 Tenant, 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, or the Marina or the hardstanding space generally. The Tenant further agrees to indemnify, release and save harmless WSC, 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 Club, 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 WSC may have under this Agreement.

7. WSC gives no warranty or assurances whatsoever as to the suitability, safety or security of the hardstand space or other plant equipment or cradles or racks or any other part of parts of the Club, Marina, Hardstand or its/their services or facilities for the purpose and or use of the Tenant and the Tenant 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.
  - Whilst the WSC may or may not offer cyclone tiedown points for vessels and trailers during a cyclonic event, the WSC does not warrant or guarantee the safety or strength of said tie down points and any vessel or trailer will be stored at the occupant risk,
  - The Tenant hereby authorises and empowers WSC, its servants and agents to enter upon the vessel and to manoeuvre and or move the same within the Club, Marina, grounds or from the water as the case may be as and when the same may be necessary or deemed expedient by the General Manager or Secretary and for the purpose of and during any such manoeuvring, movement or removal, WSC and its servants and agents shall be deemed servants and agents of the Tenant.
  - The Tenant warrants that their trailer is in good working condition and has regular maintenance activities. The Tenant remains responsible for any damage or injuries caused by badly maintained trailers when the vessels require moving
8. The Tenant warrants that he/they is/are the owner/s of the vessel and is/are the person/s entitled to the possession of same.
9. The Vessel is stored on the club grounds which are not identified as a camping area and has no permissions for onsite camping therefore it is not advisable for Occupant to sleep in their vessels whilst they are in storage.
10. The rights and interests conferred by this Agreement cannot be alienated by the Tenant by agreement or otherwise, whether in writing or not, and the Tenant 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.
11. This Agreement may be terminated by WSC in the event that the Tenant breaches any of the terms and conditions of this Agreement (in which event the agreement shall become voidable at the option of WSC or by Notice in writing of the termination of the Agreement given by WSC to the Tenant) and may be terminated by the Tenant by Notice of the termination of Agreement in writing for not less than 30 days, given by the Tenant to WSC provided however that Notice shall be accompanied by payment of all monies that are owing under this Agreement together with unpaid fees and charges.
12. The Tenant agrees to observe and be bound by the WSC Constitution and By-Laws and Rules of the Marina as altered or amended by WSC from time to time which shall be advised through the WSC newsletter and posted on the Whitsunday Sailing Club website. The rules of Whitsunday Sailing Club and such By-Laws and Rules shall be deemed to be incorporated in and form part of this Hardstand Rules & Agreement.
13. 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 WSC is used herein it shall mean Whitsunday Sailing Club Pty Ltd as the case may be. The term Tenant and shall be deemed, whenever used in this Agreement, to mean the Tenant if more than one, joint and severally and the liability of each shall be joint and several.
14. WSC 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. 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.
15. 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 and Agreement have been duly signed.
16. These Rules & Agreement may be amended from time to time and any such amended version will be made available on [www.whitsundaysailingclub.com.au](http://www.whitsundaysailingclub.com.au) and amendments advised in the Club newsletter. Any amended versions will supersede any previous versions when published on the website.
17. A warning will be issued each time a boat, trailer or equipment remains on the lawn for 24 hours after it has been sailed.
18. Subsequent to each instance the boat, trailer or equipment remains on the lawn, a \$50 fee may be charged to the member account.

# FIRST SCHEDULE:

## The Parties:

1. **Whitsunday Sailing Club Pty Ltd ACN 010 706 626** herein referred to as "WSC" and,

2. ....

of.....

and

.....

of.....

(hereinafter referred to as the "Occupant")

## Vessel:

Name: ..... Length..... Breadth.....

Type..... Reg. No..... Term.....(as per clause 12)

Commencement Date..... Hardstand Space.....Rental \$..... per .....

## SIGNED BY

For and on behalf of WSC .....

In the presence of ..... Witness

SIGNED by the OCCUPANT/S .....

In the presence of ..... Witness

..... Witness