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## Vessel Accommodation Application Form

### Owner Details:

Company Name:		ABN/ACN:	
Owner Name:		Date of birth: ...../...../.....	
Postal Address:		State:	Post Code:
Residential Address:		State:	Post Code:
E-mail:		Telephone:	

### Skipper Details:

Company Name:		ABN/ACN:	
Owner Name:		Date of birth:	
Postal Address:		State:	Post Code:
Residential Address:		State:	Post Code:
E-mail:		Telephone:	

### Vessel Details:

<input type="checkbox"/> Recreational	<input type="checkbox"/> Fishing (Commercial)	<input type="checkbox"/> Tourism (Commercial)	<input type="checkbox"/> Service
Unique Identifier/Registration No:		Vessel Name:	
Length Overall (m):	Beam:	Draft:	Loaded Displacement Tonnage:
<input type="checkbox"/> Unleaded		<input type="checkbox"/> Diesel	

### Compliance and Insurance Details:

Insurance Broker/Company:	Public Liability \$10mil. <input type="checkbox"/>
Policy Number:	Policy Certificate supplied <input type="checkbox"/>

### Hire Details & Fees:

<input type="checkbox"/> 15m pen	<input type="checkbox"/> 18m pen
<input type="checkbox"/> ..... week(s)	<input type="checkbox"/> 1 month
From: Date: ...../...../..... To: Date: ...../...../.....	
Minimum hire 1 week; maximum hire 1 month. Arrival from 2 pm; Departure by 12 pm.	
1 month \$100.00 per metre of pen length (incl. GST)	1 week \$30.00 per metre of pen length (incl. GST)

### Declaration:

I declare that I am aware and will comply with the Shire of Exmouth Vessel Accommodation Terms & Conditions.		
Name:	Signature:	Date: ...../...../.....

### Terms & Conditions:

<p><b>By using the Vessel Accommodation, you, the Customer, are agreeing to these terms and conditions with the CEO of the Shire of Exmouth.</b></p> <p><b>Acronyms: VA = Vessel Accommodation, includes pen, NV = Nominated Vessel</b></p> <p><b>1. Use of the VA</b></p> <p>The CEO and Shire of Exmouth will, except as provided in this Agreement, allow the Customer the use of the VA for their vessel (being a NV) and enjoy the rights granted to the Customer under this Agreement during the term without any interruption, subject to the Customer complying with all legislation and these Terms and Conditions.</p> <p>The Customer acknowledges that:</p> <p>(a) any vessel moored in VA is entirely at the risk of the Customer.</p> <p>(b) neither the Shire of Exmouth nor the CEO will in any way be liable or responsible for:</p>
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- (i) any damage that any vessel including the NV may at any time sustain while in the VA, however that damage is caused, including negligence and regardless of who caused that damage; nor
- (ii) for any loss or damage resulting from the theft of any vessel including the NV or any part of it, its equipment or contents while in the VA; nor
- (iii) any injuries which the Customer or any guest or invitee of the Customer may sustain while in or about or upon the VA or associated infrastructure.

## **2. Continuing Obligations of the Customer**

The Customer's obligations under this Agreement continue for as long as the Customer continues to use the VA for their NV or at all, irrespective of whether or not they have signed the vessel accommodation form for any new or additional period of use of the VA. These obligations, including, without limitation, the obligations to pay pen fees in clause 3, will continue until the Customer officially relinquishes the use of the pen/VA and removes the NV and all other objects.

## **3. Pen Fees**

Pen fees are calculated on a per metre of the pen length and not the length of hiring vessel. Pen fees are for the use of the VA and are payable in advance by the Customer for period of the stay nominated on the VA application form. The rights of the Customer under the terms and conditions of this Agreement are subject to the payment of the pen fees prior to use. Where the Customer fails or refuses to pay the pen fees, Shire of Exmouth will be entitled to remove the Customer's NV or any vessel on the VA, if they refuse to move it as directed by an officer of the shire of Exmouth. One week's hire will be the minimum hire period permitted and monthly hires can be renewed on an ongoing basis however can be terminated by the Shire of Exmouth with 1 weeks' notice given.

## **4. Pen Facilities**

The Shire of Exmouth pens do not provide power, water, toilet, shower or waste facilities.

## **5. Sale of NV**

The Customer must immediately notify the Shire of Exmouth of any sale of the NV and acknowledges that the VA and any rights under this Agreement are not transferable nor assignable with the sale of the NV. If the Customer sells the NV, then the new owner must enter into a separate licence Agreement with the CEO for the rights to use VA. The Customer acknowledges that the Shire of Exmouth is not obliged to grant an agreement to the new owner in the event the ownership of the NV changes.

## **6. No assignment and No Sale of VA**

This Agreement is with the Customer only, and the Customer must not assign, transfer, mortgage, charge, sub licence or otherwise part with the benefit of this Agreement. Note: the rights under this Agreement are a licence to use the VA and cannot under any circumstances be sold or transferred.

## **7. Insurance Details**

The Customer agrees at all times whilst using the VA to have in place a valid and current insurance policy for their NV and must provide the Shire of Exmouth evidence of the insurance.

## **8. Cyclone contingency plan**

Exmouth is located in a Tropical Cyclone prone area – Wind Region Category D – Customers need to be aware that they will not be allowed to leave their vessel on the mooring During Yellow or Red Alert and will need to make alternative arrangements before the Blue Alert phase of cyclone warnings.

Note Masters and Owners must consider their own duty of care responsibilities to remain safe, to protect people, property and the environment during a cyclone, more information on contingencies and appropriate actions are available on the Department of Transport Website: Exmouth Boat Harbour Cyclone Information Sheet.

## **9. Occupying the NV overnight**

The Customer agrees to comply with the following:

No person may live on board or otherwise occupy a vessel for one or more consecutive nights moored at a maritime facility managed by the Shire of Exmouth. The Shire of Exmouth does not provide facilities in its boat harbours for persons to stay overnight on board their vessel.

## **10. Use of VA**

Except where specifically agreed in writing by Shire of Exmouth, the Customer must not:

- (a) use the jetty for any purpose other than for access to and from VA;
- (b) use VA for any purpose other than mooring one NV and one tender to the NV;
- (c) any tender to the NV must sit within the pen envelope and not exceed/encroach onto navigable fairways;
- (d) moor or permit to be moored any vessel other than the NV and the tender to the NV in the pen.

Temporary use of the VA by another vessel must be authorised by the Shire of Exmouth and may be subject to payment of fees;

- (e) use or leave any docking or berthing device other than mooring ropes within VA without the prior written consent of the Shire of Exmouth;

- (f) moor or permit to be moored in VA any vessel:

- (i) with an overall length which is greater than the length of VA; and
- (ii) that is unregistered, dilapidated, unseaworthy or liable to sink.

## **11. Redesignation of VA**

The Customer acknowledges that this Agreement only gives the Customer a right to use VA, but not any particular VA. Shire of Exmouth may at any time during the term, due to the operational or maintenance requirements, by notice in writing to the Customer assign another VA of similar size and type. If that occurs,

the Customer must move its NV to the designated VA within seven days of receiving a notice from the Shire of Exmouth.

**12. Change of Customer address**

The Customer must notify the Shire of Exmouth in writing within seven days of any alteration to their identity, address or telephone number.

**13. Change to NV**

The Customer must not change the NV in the VA, without the prior written consent of the Shire of Exmouth.

**14. Repair and maintain VA**

The Customer must:

- (a) at his/her cost maintain all mooring ropes in or to VA in a safe operational condition and in good repair;
- (b) advise the Shire of Exmouth of any damage caused to VA or associated infrastructure, by collision of the NV or any other vessel. The Shire of Exmouth will then arrange for the necessary repairs to VA or associated infrastructure to be carried out at the Customer's expense and the Customer must on demand pay the Shire of Exmouth for the cost of those repairs;
- (c) not make any structural change, alteration to or demolish any part of VA without the prior written consent of the Shire of Exmouth.
- (d) permit entry to VA by any Shire of Exmouth officer, authorised contractor or other person with or without plant, equipment and materials for the purpose of:
  - (i) inspecting the state of repair of VA and to ensure compliance with this Agreement;
  - (ii) remedying any breach of this Agreement; and
  - (iii) executing any repairs to VA or associated infrastructure which the Shire of Exmouth wishes to make.

**15. Yield up of the VA**

On the expiry or termination of this Agreement, the Customer must:

- (a) yield up to the Shire of Exmouth VA in a condition complying with this Agreement, and make good any damage to the VA caused by the Customer's use;
- (b) remove from VA and the jetty all property that is not a fixture and make good any damage caused by that removal;
- (c) remove the NV or any vessel from the VA; and
- (d) return to the Shire of Exmouth all associated infrastructure held by the Customer.

If the Customer fails to comply with these requirements, the Shire of Exmouth will arrange for the necessary repairs to any damage and can pursue the Customer to recover those costs or any other costs associated with a breach of the requirements in this clause.

**16. Rubbish, pollution and jetty access**

The customer must:

- (a) keep the VA and associated infrastructure clean and free from rubbish and must not deposit, discharge or leave any rubbish waste or other material or article in VA or the surrounding waters, except in any rubbish containers which may be provided;
- (b) remove all waste oil, drums, filters and batteries from VA to an appropriate site for disposal;
- (c) do all things necessary to prevent pollution or contamination of the facility by garbage, refuse, waste material including human or animal waste, vessel maintenance products, petroleum products, oil and other pollutants whether by storm water or other run off or arising from the use of VA;
- (d) not restrict access to the jetty;
- (e) not leave any property or equipment including water hoses, electrical cords and uncoiled mooring lines on the deck of the jetty; and
- (f) not leave NV or any vessel access steps on the jetty without the prior written consent of the Shire of Exmouth.

**17. Moor and operate vessel safely**

The Customer must ensure that:

- (a) the NV is at all times safely moored within the nominated length of the particular VA;
- (b) any tender or other vessel used in conjunction with the NV:
  - (i) is at all times secured within the nominated length of VA;
  - (ii) is not to impede use of an adjacent VA; and
  - (iii) is not to be placed on any VA walkway or finger.
- (c) the NV, tender or any other vessel is at all times controlled by a competent and responsible person holding the required qualifications; and
- (d) any damage caused to the VA or any other part of the facility or another vessel is reported to the Shire of Exmouth.

**18. Maintain security**

The Customer must:

- (a) not make copies of security access keys and devices;
- (b) secure any lockable gate after use; and
- (c) ensure that only the Customer and their guests have access to or use of those security access keys and devices for the purpose of gaining access to VA.

**19. Advertisements, signs or notices**

The Customer must not affix to the NV or the VA any advertisement, sign or notice and must not advertise for

business verbally or by use of sound-producing equipment from the NV or VA without the prior written consent of the Shire of Exmouth.

**20. Comply with directions**

The Customer must comply with all reasonable directions and restrictions imposed by the Shire of Exmouth or officers of the Shire of Exmouth.

**21. Removal of vessel in emergency**

In the event of an emergency the Customer must on demand by the Shire of Exmouth immediately move the NV. If in an emergency the Customer is unable to immediately remove the NV from VA, or if the Shire of Exmouth is unable to contact the Customer, or if due to the nature of the emergency the Shire of Exmouth does not have time to contact the Customer, then the Shire of Exmouth may move that NV or vessel and the Customer indemnifies the Shire of Exmouth and the Shire of Exmouth's authorised representatives against all claims.

**22. No offensive activities and other restrictions**

The Customer and their guests must not in the maritime facilities:

- (a) do any harmful, hazardous, offensive, anti-social or illegal act, matter or thing including but not limited to acts of deliberate vandalism;
- (b) behave in a drunk, disorderly or anti-social manner;
- (c) do anything which causes nuisance, damage or disturbance to any other facility Customer;
- (d) obstruct the waterways of the facility by the NV, tender, any other vessel or any object;
- (e) store on the NV any inflammable and / or combustible fuel except contained in tanks or lines which form a permanent part of a vessel or comply with all safety standards relating to the storage of marine fuel or other substances;
- (f) refuel any vessel in the VA;
- (g) carry on any commercial business from the VA without prior written consent of the Shire of Exmouth;
- (h) pump out the bilge or sullage tank of the NV into the waters of the facility;
- (i) if the NV is a charter vessel, load/unload passengers from the VA without the prior written consent of the Shire of Exmouth;
- (j) carry out any major repairs to the NV while in the VA;
- (k) carry out any external maintenance to any vessel with non-biodegradable substances;
- (l) hang any towel or clothing from the VA;
- (m) permit any animal to enter the VA, without the prior written consent of the Shire of Exmouth, and then subject to the animal being under effective control at all times;
- (n) fish from VA or NV;
- (o) swim, dive within the waters of the facility without the prior written consent of the Shire of Exmouth; and
- (p) interfere with any lighting or CCTV on or in the vicinity of VA or associated infrastructure.

The Customer accepts that engaging in any of these activities may lead to the Shire of Exmouth cancelling the Customer's right to use the VA for their NV or at all, and the CEO can terminate this Agreement with the Customer without prior

**23. Indemnity**

The Customer agrees that it will indemnify the Shire of Exmouth and the CEO against all claims, demands, losses, damages, costs and expenses for which the Shire of Exmouth or the CEO becomes liable in respect of:

- (a) any loss or damage to property; or
- (b) death or injury of any nature or kind;

However, or wherever sustained:

- (i) resulting from an act or omission of the Customer; or
- (ii) caused or contributed to by the use or occupancy of the VA;

except to the extent caused or contributed to by the act or default of the Shire of Exmouth.