



# HILLARYS YACHT CLUB MARINA LIFTING SERVICES

## LIFTING YARD WORK & CREDIT CARD AUTHORISATION FORM

### BOAT DETAILS

Boat Name: \_\_\_\_\_ Boat Number: \_\_\_\_\_ Pen Number: \_\_\_\_\_  
Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft \_\_\_\_\_ Estimated Time in Yard: From \_\_\_\_\_ To: \_\_\_\_\_  
Type of Boat: \_\_\_\_\_

### BOAT OWNER DETAILS

Name of Boat Owner: \_\_\_\_\_ HYC Membership Number: \_\_\_\_\_  
Member of (club): \_\_\_\_\_ Contact Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
Main Contact Mobile: \_\_\_\_\_

### ACCOUNT

Charge account to: \_\_\_\_\_ Name of insurer/agent/contractor: \_\_\_\_\_

### BOAT OWNERS - POWER DOWN

It is imperative that you shut down (power down) your vessels completely prior to entering the yard - HYC cannot guarantee continuous power supply. By signing this form you agree to powering down your vessel during its stay in the yard.

Your signature or your representative's signature below indicates that you have **read, understand, and agree** to the terms and conditions herein this form and with the entire Club's House Rules as outlined in the Hillarys Yacht Club Incorporated Constitution and Hillarys Yacht Club Incorporated By-Laws documents.

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_ Date: \_\_\_\_\_

### HILLARYS YACHT CLUB INCORPORATED LIFTING YARD BOOKING FORM & AGREEMENT TO PROCEED TERMS AND CONDITIONS

1. For the purposes of these conditions the 'club yard' means the entire area of land within the Club premises situated and know as Northside Drive, Hillarys.
2. The Club means the Hillarys Yacht Club Incorporated, its servants, agents committee and members.
3. I or my Agent shall be responsible for any such loss or damage incurred by moving boat stands after the vessel has been placed by yard staff and shall indemnify the Club from any claims whatsoever.
4. I shall place no responsibility upon the Club for damage to underwater appendages unless I have fully advised the boatlifter operator of its position.
5. 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 from the Club yard without warning and shall be entitled to treat them as trespassers.
6. 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. There shall be no high pressure washing in any place but the designated areas and no spray painting of any form other than by designated yard staff.
7. I acknowledge that my boat is being serviced in a works yard which may result in residual spray that could effect the cleanliness of my boat and place no responsibility on the yard to rectify this unless I employ the yard to do so at my own cost.
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 40 tonnes in weight into the Club yard unless at the discretion of yard management.

Bookings will not be processed without provision of Credit Card authorisation:

Visa/Mastercard No: \_\_\_\_\_ Expiry: \_\_\_\_\_

Card holder's name: \_\_\_\_\_ Signature: \_\_\_\_\_

12. I agree that on works in excess of \$10,000 I shall make payment of a 50% deposit of the quoted amount on the day the boat is lifted, from the preauthorised credit card above (unless other prepayment arrangements are made).
13. I agree that, on an insurance claim, I am responsible for the insurance excess and difference between the claim amount provided and the quoted price which will be deducted from the preauthorised credit card prior to relaunch (unless other prepayment arrangements are made) or else clause 15(ii) applies.
14. Final payments of all invoiced charges need to be finalised prior to the boat being returned to the water and will be deducted from the preauthorised credit card prior to relaunch (unless other prepayment arrangements are made) or else clause 15(ii) applies.
15. 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 lifting 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 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.

## SERVICES REQUIRED

HYC Lifting Rates (inc GST)	Unit	Rate	Tick	HYC Polish Rates	Unit	Rate	Tick
Lift + \$30 for catamarans <sup>1</sup>	<30ft	\$255		Polishing	<30ft	\$565	
	31-35ft	\$295			<40ft	\$665	
	36-45ft	\$395			<50ft	\$770	
	46-55ft	\$475			>50ft	\$925	
	>56ft	\$555		Antifoul	x 1 leg	\$350	
Forklift	per use	\$120			x 2 legs	\$535	
Relift	per lift	\$180		Antifoul Hull <35ft <sup>3</sup>	per ft	\$47	
Emergency lift (after hours)	per lift	\$600		Antifoul Hull <45 ft <sup>3</sup>	per ft	\$50	
Tow to/from pen (one way)		\$75		Antifoul Hull <55ft <sup>3</sup>	per ft	\$58	
P/Clean + \$30 for catamarans <sup>2</sup>	<30ft	\$165		Antifoul Hull >55ft <sup>3</sup>	per ft	\$64	
	<40ft	\$190		*Antifoul services do not include epoxy priming. Please see Office for pricing.			
	<50ft	\$215		<b>HYC Hard stand rates</b>			
	<60ft	\$290		Hard stand set up fee	per setup	\$100	
Lift in slings with or without P/Clean (1 hr only)	<40ft	\$300		Daily hard stand <sup>4</sup>	<40ft	\$50	
	<50ft	\$350			<50ft	\$60	
	>50ft	\$405			<60ft	\$70	
General wash down clean	2hrs	\$200			>60ft	\$80	

1 Member discounts apply

2 Incl. Environmental Levy of \$25 on all P/Cleans

3 Antifoul rates do not apply to aluminum boats (please see office for pricing) and additional charges may apply to poor condition or virgin hulls

4 Additional \$10 per day for no works, 60ft+ at Yard Manager's discretion

Other works requested:

I am a HYC Member    Member Number:

Submitted by:

**Sub Total**

Credit Card Surcharge (if applicable)

**TOTAL DUE**

### OFFICE USE ONLY:

Acknowledgement of lifting form:

By (Staff name):

**Please return this form to the Hillarys Yacht Club Lifting Yard or email to  
hmls@hillarysyachtclub.com.au**