

# MARINA HARDSTAND AND YARD LICENCE AGREEMENT

Short Form — incorporating Full Terms & Conditions

## LICENCE DETAILS

|                          |  |                                |          |
|--------------------------|--|--------------------------------|----------|
| Licensee Name:           |  |                                |          |
| Co-owner(s) / Syndicate: |  |                                |          |
| Contact Phone:           |  |                                |          |
| Email:                   |  |                                |          |
| Vessel Name:             |  | Sail / Power:                  |          |
| RYCV Registered Vessel:  |  | Club Member Of:                |          |
| Vessel Type:             |  | Vessel Make:                   |          |
| Vessel Length (LOA):     |  | Beam:                          |          |
| Draft:                   |  | KGs (as presented for lift):   |          |
| Registration/HIN:        |  | Public Liability Ins Provided: | Yes / No |
| Commencement Date:       |  | Required Date:                 |          |
| Date Returned to Water:  |  | Total Days:                    |          |

## KEY TERMS — PLEASE READ BEFORE SIGNING

Lien & Security (cl. 5): The Club holds a contractual lien and PPSA security interest over the Vessel for all amounts owing.  
 Uncollected Goods (cl. 6): Vessels with fees unpaid >60 days may be sold or disposed of as uncollected goods under Victorian law.

Risk (cl. 8.1–8.2): Vessel is on Club premises at Licensee's risk (except for Club negligence or wilful misconduct).

Indemnity (cl. 8.7): Licensee indemnifies the Club for loss arising from breach, vessel condition or contractor acts.

Joint & Several Liability (cl. 1.6): Co-owners and syndicate members are each bound jointly and severally for the whole; all must be named above and sign.

Storage Charges (cl. 3.6): Yard and hardstand charges accrue until the Vessel is launched or removed, whatever the cause of any delay.

## INCORPORATION OF FULL TERMS

By signing this Licence, the Licensee acknowledges that they have been given a reasonable opportunity to review the full Marina Hardstand and Yard Licence Agreement (Full Agreement) and agrees to be bound by its terms. The Full Agreement is available at [www.rycv.com.au/marina-agreement](http://www.rycv.com.au/marina-agreement), at the Club office or on request from the General Manager. The Full Agreement, together with this Short Form Licence, constitutes the entire agreement between the parties. In the event of any inconsistency, the Full Agreement prevails.

## EXECUTION

**SIGNED by the CLUB:** Signed for and on behalf of the Royal Yacht Club of Victoria (ABN: 26 311 625 307) by its Authorised Officer:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

**SIGNED by the LICENSEE:**

ABN: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Co-owner signature: \_\_\_\_\_

Date: \_\_\_\_\_

Co-owner name: \_\_\_\_\_

Address: \_\_\_\_\_

| CHARGE DESCRIPTION                                                                      | UNIT                 | REG RATE \$ | NON-REG RATE \$ | QTY |
|-----------------------------------------------------------------------------------------|----------------------|-------------|-----------------|-----|
| Travel hoist lift, chock in yard and return to water                                    | Per metre            | 45.40       | 63.00           |     |
| Travel hoist lift, standard pressure wash and return to water<br>(Maximum 1 hour)       | Per metre            | 30.80       | 46.20           |     |
| Travel hoist hire (including operator)                                                  | Per hour             | 292.00      | 430.50          |     |
| Travel hoist hold in slings (no operator)                                               | Per hour             | 212         | 357.00          |     |
| Race wash. Owner brings and returns boat from pen prepared for lift<br>– Max 45 mins    | Per hour             | 171         | N.A             |     |
| Tow vessel to or from RYCV berth                                                        | Per tow              | 115         | 131.25          |     |
| Tow vessel to or from other marina / mooring location                                   | Per tow              | P.O.A.      | P.O.A.          |     |
| Hire of pressure wash machine                                                           | Per hour             | 100         | 120.75          |     |
| Hire of vacuum sander                                                                   | Per day              | 72.50       | 89.25           |     |
| Hire of forklift truck and operator – Min. 15 mins                                      | Per ¼ hr             | 57.00       | 78.75           |     |
| Site fee for crane (does not include crane hire & does not obstruct<br>yard operations) | Per 4 Hrs            | 1500        | 2000            |     |
| Yard labour                                                                             | Per hour             | 85.00       | 110.25          |     |
| Step / unstep mast – Travel hoist crane and crane operator hire only -<br>Min 1 hr*     | Per hour             | 255.00      | 346.50          |     |
| Storage for mast whilst being worked on (in yard or mast shed)                          | Per metre<br>per day | 1.00        | 2.00            |     |
| Daily yard storage charge - Weeks 1 and 2* <sup>2</sup>                                 | Per metre            | 1.55        | 5.67            |     |
| Daily yard storage charge – Week 3                                                      | Per metre            | 3.65        | 9.66            |     |
| Daily yard storage charge – Week 4 +                                                    | Per metre            | 6.00        | 11.34           |     |
| Long term daily yard storage charge for vessel refits – Min. 5 weeks* <sup>3</sup>      | Per metre            | 2.80        | 4.73            |     |
| Rubbish disposal and clean up after pressure wash (in case of heavy<br>marine growth)   | Per hour             | 100.00      | 120.75          |     |
| Environmental levy – Disposal of light waste materials* <sup>4</sup>                    | Per metre            | 3.25        | 5.95            |     |
| Environmental levy – Disposal of heavy waste materials* <sup>5</sup>                    | Per M <sup>2</sup>   | P.O.A       | P.O.A           |     |
| Daily berthing in marina for non-registered / visiting vessels                          | Per metre            | P.O.A.      | P.O.A           |     |

\*1 Full Members no minimum length charge

\*2 RYCV registered vessels with permanent agreements in the marina will enjoy 7 days per annum hardstand storage FOC

\*3 Vessel may be double parked in, 14 days' notice required for launching

\*4 Light waste is general materials created by anti-fouling a vessel such as masking paper & tape, sanding waste, paint tins, 1L of waste solvent or paint

\*5 Heavy waste is marine growth greater than 9L bucket, sand blasting waste, anti-foul that's been stripped from a hull, vessel construction materials such as plywood, fibreglass etc.

**Condensed summary of the RYCV Marina Hardstand and Yard Licence Agreement, provided for convenience only. The full Agreement governs the licence and prevails in the event of any inconsistency. Clause references are to the full Agreement.**

## 1. PARTIES AND DEFINITIONS

- 1.1–1.2** The Club is the Royal Yacht Club of Victoria (ABN: 26 311 625 307). The Licensee is the person or entity named in the Application Form.
- 1.3–1.4** This Agreement grants a non-exclusive, personal, revocable and conditional licence. It does not create a lease, tenancy, bailment, interest in land, partnership, joint venture or agency.
- 1.5** Key definitions include: Application Form, Authorised Officer (General Manager or delegate), Business Day, Commencement Date, Cruising Absence Period, Facility (berth, mooring, hardstand, yard area), Fees (all charges payable, exclusive of GST unless stated), Force Majeure Event, GST, Member Licensee, Non-Member Licensee (a commercial customer of the Club only, with no rights of membership), PPSA, PPSR, Retainer Fee, Shore Power Equipment, Written Notice, and Vessel (the vessel and associated property owned by or in the custody of the Licensee — not the personal property of third parties such as crew, guests or contractors).
- 1.6** Where the Licensee comprises more than one person (including co-owners, syndicates and partnerships), each is bound jointly and severally and the Club may enforce any obligation against any one or more of them for the whole. Each person comprising the Licensee warrants that they are authorised to grant the security interest in cl. 5 over the whole of the Vessel and to bind each other co-owner.

## 2. TERM AND GRANT OF LICENCE

- 2.1–2.2** The licence commences on the Commencement Date for the term in the Application Form or as a monthly periodic licence if no term is specified. The Club retains full possession and control of all Facilities.
- 2.3** No assignment, sublicensing, transfer or dealing without the Club's prior written consent.
- 2.4** The Club may relocate the Vessel for operational, safety, maintenance, regulatory or environmental reasons. Not less than 14 days' notice in non-urgent cases; no notice required for immediate risks. The Club will use reasonable endeavours to consult and allocate a comparable berth.
- 2.5** Member Licensees must remain current financial members. If membership ceases, 14 days' notice is given before termination. The Vessel must remain eligible, safe, seaworthy and not derelict or abandoned.
- 2.6** Non-Member Licensees hold a limited, temporary licence only. No expectation of renewal, continuation or priority access.
- 2.7** Facility allocations may be reviewed, reallocated or withdrawn at any time. The Club will endeavour to give 30 days' notice of non-renewal.
- 2.8** Discretionary powers under the Agreement may be exercised only by the General Manager or an Authorised Officer, except where the Rules or By-Laws reserve the power to the Committee or a subcommittee. No failure or delay in exercising a right operates as a waiver.
- 2.9** Vessels inactive for 6+ continuous months may be relocated at the Club's discretion (14 days' notice in non-urgent cases). No compensation or fee reduction arises.
- 2.10** Vessel changes require 14 days' written notice and Club approval. Updated insurance required. The Agreement does not transfer to a purchaser.
- 2.11** The Licensee must comply with the Club's Rules (under the Associations Incorporation Reform Act 2012 (Vic)), By-Laws and all operational rules and procedures. Club Rules prevail in case of inconsistency.
- 2.12** Facility allocations are managed in accordance with the Club's waiting list and allocation policy, which the Club may publish and vary from time to time.
- 2.13** Member Licensees may apply for a Cruising Absence Arrangement where they will be absent from the allocated berth for an extended period (minimum 90 days; maximum 6 months in any rolling 12-month period, unless the General Committee approves a longer period in writing). During an approved Cruising Absence Period, the Licensee pays 50% of berth fees (Retainer Fee) and the Club may allocate the berth to other users on a casual or temporary basis. Any revenue from such third-party use belongs to the Club. 14 days' advance application and 30 days' return notice required. Clauses 2.3, 2.9 and 10.5 do not apply during the approved period.

## 3. FEES, INVOICES AND PAYMENT

- 3.1–3.2** All Fees as determined by the Club from time to time are payable, including by reference to the Club's published Marina and Yard Fees schedule. Fees are payable monthly in advance on the first day of each month, or annually in advance for hardstand where the Licensee so elects. The 14-day payment term applies only to lift, service, utility and incidental charges invoiced as incurred.
- 3.3** Fees include lift/launch/wash/storage charges, utilities, waste disposal, spill response, emergency works and any other charges reasonably incurred.
- 3.4** Disputed invoices must be notified in writing before the due date. The undisputed portion must still be paid. Good faith resolution within 20 Business Days, then dispute resolution under cl. 11.8.
- 3.5** Fees are payable during all notice periods, whether or not the Vessel is physically removed.
- 3.6** Storage, hardstand and yard occupation charges accrue for the whole period the Vessel remains on the Club's premises, from placement on the hardstand or entry to the yard until launch, removal or departure. No credit, rebate or refund arises from any delay in launching, relocating or removing the Vessel, including delay caused by weather, tide or sea state; any health, safety or environmental requirement, direction or stand-down; any act, omission or delay of a contractor, tradesperson, surveyor or agent engaged by or for the Licensee; any operational or scheduling constraint reasonably arising on the Club's part (travel lift, slipway, crane, staff or yard capacity); or any other cause outside the Licensee's control. The Licensee is not liable to the extent a delay is directly caused by the Club's negligence or wilful default. These are charges for continued use and occupation of the Facility, are payable in addition to any works or services charges, and prevail over cl. 11.9 (Force Majeure) to the extent of any inconsistency.
- 3.7** Non-Members: all Fees must be paid before the Vessel departs. 25% deposit before works commence. No credit terms unless expressly agreed. The Club may suspend works if payment requirements are not met.
- 3.8** Payments applied: first to overdue Fees, then recovery costs and interest, then current charges.
- 3.9** All amounts exclusive of GST unless stated otherwise. GST payable in addition where applicable.

## 4. OVERDUE AMOUNTS AND LATE FEES

- 4.1–4.2** Amounts that remain unpaid 30 days after the Due Date attract a late fee of \$5.00 per day, capped at the lesser of \$500 or 20% of the overdue amount per invoice. The Club may suspend access, restrict services or require removal of the Vessel.
- 4.3** The late fee is a genuine pre-estimate of administrative and recovery costs and is not a penalty.
- 4.4** The Licensee must pay all reasonable recovery costs, including legal costs on a solicitor-client basis and debt collection fees.
- 4.5** Acceptance of a late or partial payment does not waive the Club's right to recover the balance or to exercise any other right.

## 5. SECURITY, LIEN AND RETENTION OF POSSESSION

- 5.1** The Licensee grants the Club a contractual lien and security interest over the Vessel and all associated property owned by or in the custody of the Licensee (trailers, cradles, equipment, fittings, personal property on premises) as security for all amounts owing.
- 5.2** The security interest is a PPSA security interest. The Club may register on the PPSR. The Licensee waives verification statement rights and must not grant a prior-ranking interest without consent (pre-existing disclosed interests excepted).
- 5.3–5.4** The Club may detain, secure, move or refuse release of the Vessel until all amounts are paid in full. Enforcement steps under cl. 5.4 may be taken once an Overdue Amount is more than 30 days past the Due Date. Costs of detention are recoverable from the Licensee.
- 5.6** The Club will exercise reasonable care as bailee during detention and maintain appropriate handling insurance.
- 5.8** No obligation to release the Vessel until all amounts owing are paid in full.

## 6. UNCOLLECTED VESSELS, SEIZURE AND DISPOSAL

- 6.2** Where fees are unpaid >60 days, the Licensee is uncontactable or the Vessel appears abandoned, the Club may treat it as uncollected goods under Part 4.2, Australian Consumer Law and Fair Trading Act 2012 (Vic).
- 6.4–6.5** The Club will give written notice of intention to dispose, retain the Vessel for the statutory minimum period, then may sell (auction or private sale), destroy or otherwise dispose of it.
- 6.6** Sale proceeds applied: (a) disposal costs; (b) all amounts owing to the Club; (c) surplus as required by law.
- 6.7** The Licensee releases and indemnifies the Club in respect of lawful disposal, except for Club negligence or wilful misconduct. Statutory rights under the Uncollected Goods Law are preserved.

## 7. USE OF FACILITY AND VESSEL CONDITION

- 7.1** Excluding vessels in the yard, the Vessel must be maintained in safe, seaworthy and structurally sound condition and comply with all applicable laws and standards.
- 7.2** No commercial use without prior written consent. No unlawful, unsafe or hazardous use. No nuisance or obstruction.
- 7.3** The Licensee must comply with all operational directions (signage, notices, emails, verbal or written directions from Authorised Officers). Non-compliance is a breach.
- 7.4** The Vessel and surrounding area must be kept clean and tidy. The Club may require remedial action or undertake it at the Licensee's cost.

- 7.5** Mooring of Boats: casual residence on board is restricted to not more than 30 nights in any 12-month period, and applies to both Members and Non-Members. No noxious, noisome or illegal trade, business or activity may be carried on. The Vessel must be moored or berthed wholly within the Marina Area. Food may be prepared and cooked on board, and alcohol brought on board, for private consumption.
- 7.6** The Club may inspect the Vessel and Facility at any reasonable time (48 hours' notice except in emergencies).
- 7.7** The Vessel must not exceed the dimensional limits of the allocated Facility.
- 7.8** Use of the Facility is subject at all times to the Club's operational control. The Licensee does not have exclusive possession of any part of the marina, yard or premises.

## **8. RISK, INSURANCE AND INDEMNITY**

- 8.1–8.2** The Vessel is on the Club's premises entirely at the Licensee's risk. The Club is not liable for loss, theft, damage, personal injury, economic or consequential loss, except for Club negligence or wilful misconduct.
- 8.3** Nothing excludes rights or guarantees under the Australian Consumer Law that cannot lawfully be excluded. Where liability for failure to comply with a consumer guarantee cannot be excluded, the Club's liability is limited, at the Club's election, to resupply of the services or payment of the cost of having them resupplied.
- 8.4–8.5** The Licensee must maintain: (a) comprehensive vessel insurance (afloat, ashore, in transit, under lift); (b) public liability insurance of not less than \$10,000,000, or such higher amount as the Club may specify by Written Notice; and (c) insurance covering wreck removal, refloating and recovery. Evidence must be provided on request.
- 8.6** The Club will maintain marina operator's liability, property and handling insurance. Details available from the General Manager.
- 8.7** The Licensee indemnifies the Club against all loss arising from breach, vessel condition/presence/use, acts of crew/invitees/contractors or vessel damage/contamination, except for Club negligence or wilful misconduct.
- 8.8** The Licensee's obligations under clause 8 survive termination or expiry of the Agreement to the extent necessary to give them full effect.

## **9. ENVIRONMENTAL AND SAFETY OBLIGATIONS**

- 9.1–9.2** No discharge of pollutants, contaminants, sewage, fuel, oil, paint or waste in breach of any law. Spills must be immediately reported; the Licensee bears all remediation costs.
- 9.3** The Licensee must comply with all safety directions, procedures and requirements issued by the Club, including those issued in an emergency or in response to safety, environmental or regulatory risk.
- 9.4** Contractors must be Club-approved, complete inductions, comply with all requirements and hold public liability insurance (\$10M for hot works/lifting/structural; \$5M for other trades or lower if approved for low-risk works).
- 9.5** The Licensee is responsible for all acts/omissions of contractors, crew, invitees and guests as if they were the Licensee's own.
- 9.6** The Club may suspend, restrict or require cessation of any works or activities on the Vessel where, in its reasonable opinion, they present a safety, environmental, operational or regulatory risk.
- 9.7** Yard operations: the Licensee must comply with all yard safety and environmental requirements, including inductions, vehicle controls, designated work zones, waste handling and time limits for yard occupation.
- 9.8** The Club maintains safety management systems, emergency response plans and a Yard Safety Management Plan in compliance with the OHS Act 2004 (Vic), including duties under s 26 as a person with management or control of the yard.
- 9.9** Shore power leads and all electrical equipment used by the Licensee (Shore Power Equipment) must comply with AS/NZS 3004.2 and AS/NZS 3000, be RCD-protected and be inspected, tested and tagged by a competent person every 12 months in accordance with AS/NZS 3760. Tags must show the date of last test, next test due date and the tester's identifier. The Vessel's on-board electrical installation must also comply with AS/NZS 3004.2. No unauthorised, daisy-chained or non-compliant connections; domestic power boards and non-marine-rated extension leads must not be used. The Club may require evidence of testing, disconnect or refuse supply, engage a licensed electrician at the Licensee's cost and recover costs of any damage caused by non-compliant equipment.
- 9.10** Owner self-work requires completion of the Club's yard safety induction. PPE is mandatory (closed-toe shoes, safety glasses, hearing protection as applicable). Hot works, work at heights >2m, spray painting and use of Club plant require prior written approval. All incidents and near-misses must be reported. The Licensee is not a worker or employee of the Club; WorkCover does not apply to self-work.

## **10. DEFAULT AND TERMINATION**

- 10.1** For Member Licensees, the Club will give 14 days' written notice to remedy a breach before suspending or terminating (except where immediate action is required). The Licensee may provide a written response and request a meeting. Internal review of termination may be requested within 14 days.
- 10.2** Immediate termination rights: fees unpaid >60 days; serious or persistent unremedied breach; immediate safety/environmental/reputational risk; insolvency/bankruptcy; or (for Members) membership ceases.
- 10.3** On termination, all Fees become immediately due. The Licensee must remove the Vessel promptly, subject to the Club's lien and detention rights.
- 10.4** No-fault termination by the Club on 90 days' written notice, for any reason including redevelopment, reconfiguration, regulatory compliance or major maintenance. The Club will endeavour to offer an alternative berth. Prepaid fees beyond the termination date will be refunded. No further compensation is payable, subject to the limited exception in cl. 10.4(d) for items the Club has expressly directed the Licensee to install as a condition of the licence (which does not extend to cradles, tackle, trailers or consumables the By-Laws require the owner to provide).
- 10.5** The Licensee must give 30 days' written notice to vacate (by hand, ordinary mail, email to manager@rycv.com.au, or any means permitted by Rule 74(3) of the Rules). Fees are payable for the full notice period regardless of earlier removal. If the Facility is vacated without notice, Fees remain payable for 30 days from the earlier of the date the Club first receives communication of an intention to vacate and the date the Club first records in writing that the Facility has been vacated. The Club may waive or reduce the notice period in writing.

## **11. GENERAL**

- 11.1** Governed by Victorian law. Parties submit to the jurisdiction of Victorian courts.
- 11.2** If any provision is invalid, illegal or unenforceable, it is read down or severed to the extent necessary and the remaining provisions continue in full force.
- 11.3** The Club may vary Fees and operational rules on not less than 30 days' Written Notice, or not less than 60 days' Written Notice in the case of a Fee increase. A Licensee who does not agree to a variation may terminate before it takes effect by Written Notice and removal of the Vessel, subject to payment of all outstanding Fees. Core term changes require written agreement of both parties. Continued use after a variation takes effect constitutes acceptance.
- 11.4** The Club does not warrant or endorse the quality or suitability of any contractor, tradesperson or service provider engaged by the Licensee. Any such contractor is engaged at the Licensee's risk.
- 11.5** This Agreement, together with the accepted Application Form, constitutes the entire agreement and supersedes all prior discussions, representations or agreements. Representations made during the application process that are not captured in the Agreement may still give rise to liability under the Australian Consumer Law.
- 11.6** A failure or delay by the Club to exercise a right does not operate as a waiver, and partial exercise does not preclude further exercise.
- 11.7** Notices must be in writing: by hand, mail or email. Notices to the Club per cl. 10.5(b).
- 11.8** Disputes: Step 1 - Negotiation (10 Business Days); Step 2 - Mediation (mediator agreed between the parties or appointed by the Law Institute of Victoria; costs shared equally); Step 3 - Litigation. Urgent interlocutory relief is not restricted. Where the Licensee is a Member, Rules 25–29 apply and this clause applies only to a Non-Member Licensee or to matters outside the Rules.
- 11.9** Force Majeure: Obligations suspended during events beyond reasonable control. Fees already due and payable before the event are not suspended. Either party may terminate on 14 days' Written Notice if the event continues more than 90 days. Prepaid fees for the unexpired period refunded.
- 11.10** The Club collects personal information for agreement administration, safety, communications and debt recovery. Handled in accordance with the Club's Privacy Policy and, where applicable, the Australian Privacy Principles.

— End of Summary Terms —

The full Marina Hardstand and Yard Licence Agreement is available at [www.rycv.com.au](http://www.rycv.com.au) or from the Club office on request.