

WYNDHAM HARBOUR

WYNDHAM HARBOUR MARINA MAINTENANCE FACILITY CONDITIONS OF USE

1. A separate application shall be made for each vessel. Approval to haul-out one vessel is not transferable to another vessel.
2. The owner/applicant warrants that all information provided by the owner/applicant in this Agreement is true and correct and that it has full power and authority to enter into this Agreement including all authorities or consents needed by the owner/applicant to enter into this Agreement from any co-owner, financial and or other entity in respect of the vessel.
3. The owner/applicant warrants that it has given Wyndham Harbour Marine Operations Pty. Ltd. all the information that may be relevant to Wyndham Harbour Marine Operations Pty. Ltd. in providing the haul-out services and/or hardstand services or assessing the owner/applicants needs for the haul-out services and/or hardstand services including but not limited to the position to which to place the trailer supports for the haul-out and/or the ability of the vessel's coatings to withstand water blasting and that it has given Wyndham Harbour Marine Operations Pty. Ltd. all information which may be relevant to the use of any plant or equipment owned or provided by to perform any of the lifting services or hardstand services.
4. The applicant shall furnish to Wyndham Harbour Marine Operations Pty. Ltd. all details requested in relation to the vessel prior to hauling out the vessel.
5. The Wyndham Harbour Marina maintenance facility is in a residential area and as such, work on vessels is to be from 7.00 a.m. to 6.00 p.m. Monday to Friday and from 9.00 a.m. to 5.00 p.m. Saturday and Sunday. The noise levels from repairs and maintenance works in the Maintenance Facility during those permitted hours are to be in accordance with the EPA "Interim Guidelines for Control of Noise from Industry in Country Victoria" N3/89 and the "Control of Noise from Commerce, industry and Trade". Permitted noise levels specifically relevant to maintenance works during the permitted hours on Saturday and Sunday as are as follows:

Saturday	8am to 1pm	52 dB(A) Leg		
Saturday	1pm to 5pm	48 dB(A) Leg		
Sunday	9am to 10am	40 dB(A) Leg		
Sunday	10am to 4pm	48 dB(A) Leg		
Sunday	4pm to 5pm	45 dB(A) Leg		

The noise limits are assessed as dB(A) Leq. The Leq is assessed over any 30 minute period. Instantaneous values may be higher than the Noise Limits provided there are times during the same assessment period when the values are equivalently lower than the Noise Limits. The following activities are excluded on weekends on the basis of their associated noise creation:

- Soda Blasting
- Sand Blasting
- Panel Beating Steel Hulls
- Limited use of the trailer and tractor for repairs and maintenance purposes.

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6. Repairs and Maintenance works are restricted to the Designated Maintenance and Repairs Zone.
7. Maintenance activities that cause noise of an excessive nature are not permitted on Saturday or Sunday. This includes Soda Blasting and steel hull cutting and panel beating.
8. In the event of non-compliance with Maintenance Facility rules regarding weekend restricted activities and/or working hours, Wyndham Harbour Marine Operations Pty. Ltd. reserves the right to immediately cancel the application and refuse the owner/applicant any further use of the maintenance facility.
9. The owner/applicant warrants that it will not do anything which is immoral, unlawful, noxious, offensive, hazardous, or likely to cause nuisance, damage, or injury to Wyndham Harbour Boatyard Pty Ltd, its employees or its occupants or to any other person.
10. All Portable Appliances, Extension Leads, RCD's and Surge Protected Power-Boards must be 'Tested and Tagged'. No Double Adaptors are to be used under any circumstance.
11. The owner/applicant warrants that it's outside contractors shall present themselves to the Wyndham Harbour Marina Office and provide or undertake the outside contractor's obligations as a pre-condition of entry to the Wyndham Harbour Maintenance Facility complex and the owner/applicant further warrants that it shall not permit any outside contractor to work on it's vessel until the Wyndham Harbour Marina Manager or his deputy has confirmed the Outside Contractors Obligations have been satisfied.
12. The owner/applicant, or any person working on the vessel in or about the boat ramp, uses the haul-out & hardstand area at their own risk on the explicit understanding that neither Wyndham Harbour Marine Operations Pty. Ltd. nor its servants or agents will be liable in any manner whatsoever for any loss or damage by any person whilst the vessel is being hauled out, is on the hardstand or is being launched from the hardstand.
13. The fees payable for using the haul-out and hardstand area are set out in the current schedule of rates, a copy of which is included with this application.
14. The application to use the liftout/hardstand area shall not be registered until a non-refundable application deposit as per current schedule of rates is paid. The deposit shall be forfeited in the event that the applicant cancels the booking.
15. The owner/applicant acknowledges that Wyndham Harbour Marine Operations Pty. Ltd. reserves the right to reject an application for use of the haul-out, hardstand area and maintenance berth, notwithstanding that the application has been previously accepted and all fees have been paid. The applicant acknowledges that Wyndham Harbour Marine Operations Pty. Ltd. is not liable for any loss or damage which may be suffered by the applicant or any other person arising from such rejection of the application.
16. Wyndham Harbour Marine Operations Pty. Ltd. will use its best endeavours to ensure that the haul-out and/or maintenance berth is available for the time stated on the application. In the event that the haul-out and/or maintenance berth is not available, the owner/applicant acknowledges that Wyndham Harbour

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Marine Operations Pty. Ltd. will not be liable for any loss or damage suffered by the applicant or any other person arising from no such liability.

17. The owner/applicant shall ensure that a crew of sufficient numbers and expertise are on board the vessel during the haul-out procedure. Failure to do so shall be assessed in the sole judgement of Wyndham Harbour Marine Operations Pty. Ltd. and may result in Wyndham Harbour Marine Operations Pty. Ltd. countermanding the application and denying access to the haul-out.
18. All movements or trials of the vessel are carried out at the sole risk of the owner/applicant. It is the owner/applicant's responsibility to ensure that all work undertaken on the haul-out and in the hardstand area complies with all relevant laws and regulations associated with such work. The owner/applicant is responsible for making their own enquiries concerning the requirements of these laws and regulations. In the event that the owner/applicant does not comply with any applicable laws and regulations, Wyndham Harbour Marine Operations Pty. Ltd. reserves the right to cancel the application and refuse the owner/applicant the right to further occupy the hardstand.
19. Any losses or damage to equipment in the liftout/hardstand area in the liftout occupancy period, shall be paid for by the owner/applicant.
20. The owner/applicant warrants that it will not bring any motor vehicle or other vehicle or conveyance into the Wyndham Harbour maintenance facility complex without the express permission of the Wyndham Harbour Marina Manager or his deputy. Any such permission will be granted only for the purpose of loading or unloading materials, parts and tools of trade. Motor vehicles or conveyances will be parked only in the areas and during the times so designated by the Wyndham Harbour Marina Manager or his deputy.
21. The owner/applicant acknowledges that any vehicle, used or conveyance and all property of whatever kind which may be on them or brought into the Wyndham Harbour Maintenance Facility Complex is done so at the sole risk of the owner/applicant.
22. The owner/applicant warrants that all appropriate gates and entrances and exits within the Wyndham Harbour Maintenance Facility complex are properly closed after each use.
23. Wyndham Harbour Marine Operations Pty. Ltd. is not liable to the owner/applicant for any damage which the owner/applicant may suffer because of any interruption to any of the haul-out services and/or hardstand services and/or any services.
24. Wyndham Harbour Marine Operations Pty. Ltd. is not liable for any loss suffered by the owner/applicant in connection with this Agreement and in particular without limitation, as a result of the vessel being hauled out or water blasted.
25. No dry sand blasting is permitted.
26. Grit or wet sand blasting will be carried out only at the direction of Wyndham Harbour Marine Operations Pty. Ltd. All requirements imposed by Wyndham Harbour Marine Operations Pty. Ltd. and other statutory

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authorities shall be complied with by the applicant. Any extra costs incurred by Wyndham Harbour Marine Operations in administering such work shall be paid for in advance by the applicant.

27. Wyndham Harbour Marine Operations Pty. Ltd. does not warrant or represent in any way the quality or standard of the high pressure water cleaning services.
28. In the event that the vessel is not removed from the hardstand by the applicant on or prior to the time and date specified in the application, Wyndham Harbour Marine Operations Pty. Ltd. reserves the right to remove the vessel from the hardstand and moor it at its discretion at the sole risk and expense of the applicant.
29. Extensions for time for occupation of the hardstand may be granted by the authority upon receipt of a further application in writing and payment of the fee specified in the schedule of rates.
30. The applicant is responsible for leaving the haul-out/hardstand/maintenance berth area in a clean and tidy condition. This may require the applicant using ground sheets to ensure that any residue of any kind that falls to ground as a result of work being carried out on the said vessel is collected in a responsible manner and does not foul the hardstand. Wyndham Harbour Marine Operations reserves the right to clean and tidy the area. Any costs incurred by Wyndham Harbour Marine Operations in this regard will be paid for by the applicant. The liftout/hardstand area shall be cleaned and tidied to the satisfaction of the Wyndham Harbour Marina Manager. The applicant must ensure that no damage occurs to surrounding vessels and buildings and or equipment as a result of work being carried out on the said vessel.
31. No structures can be erected on the hardstand area without prior approval in writing by the Wyndham Harbour Marina Manager or his deputy.
32. All waste generated as a result of work on the said vessel must be placed in the waste containers provided by Wyndham Harbour Marine Operations Pty. Ltd.. Waste oils must be removed from the Wyndham Harbour maintenance Facility complex by the owner/applicant.
33. The owner/applicant must at all times comply and must ensure that the owner/applicant's associates at all times comply with the Rules and Regulations and in accordance with the Rules and Regulations applicable to the Wyndham Harbour Maintenance Facility Complex from time to time.
34. Vessels shall not be launched from the liftout without the prior approval of the Wyndham Harbour Marina Manager and until all fees in relation to that vessel have been paid to Wyndham Harbour Marine Operations Pty. Ltd.
35. There shall be no occupancy fee reductions on the basis of prevailing weather conditions.

Name: _____

Date: _____

Signature: _____

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