

Boat Haulout Contract

Haulout, Hardstand, Storage and Relaunching Acceptance Form

Customer: _____ Phone: _____

Name: _____ Crew Names: _____

Address: _____ E-mail: _____

Postcode: _____ Length: _____

Boat Name: _____ Beam: _____

Permission to use photos of vessel for advertising: Y/N Draft: _____

Haulout Date: _____ Weight: _____

Expected Relaunch: _____ Live Aboard: Yes / No (See Note 10)

Actual Relaunch: _____ Temp Import Entry: Yes / No

I give permission for picture of my vessel to be used online: Yes / No

Boat Construction (please circle): Timber Steel Fibreglass Aluminium Ferro GOP

Services Required: Haulout Waterblast Hardstand Lift for Inspection

Where did you hear about us: Word of mouth/referral Online/Website Advertising

Other: _____

PLEASE READ THE TERMS AND CONDITIONS OVERLEAF

I accept the Terms and Conditions on the reverse of this form and agree that Dockland 5 Marine Ltd haul, store and relaunch my boat.

Signed: _____ Boat Owner/Agent

Signed: _____ Dock master/Foreman

1. No responsibility for damage to underwater appendages
2. Payment is required prior to launching
3. Contract must be signed before boat is lifted
4. Water blasting is to be performed on the wash down pad only
5. No props, supports, wedges or means of cradling vessel to be removed or altered without specific yardman's permission
6. All owners or agents who sign this form shall have been deemed to have read the general terms and conditions prior to haul out
7. Owners and listed crew to work on owners boat other than yard staff or Dockland 5 Marine Ltd contractors
8. All sub traders to be approved prior to the commencement of any work
9. Machinery and/or hand tools belonging to Dockland 5 Marine Ltd are not available to yard clients

No wet sanding other than on the wash down pad. NO EXCEPTIONS

Northern Regional Council Minimum Fine \$1000.00

Dockland 5 Marine Ltd

Address: 211 Port Road, PO Box 1506, Whangarei, New Zealand

Email: support@dockland5.co.nz **Phone/Fax:** 0064-9-4388558 **Mobile:** 027 4930812

Dockland 5 Marine Limited – General Terms and Conditions

1. Definitions

1.1 In these Terms and Conditions:

“Boat” means the vessel named on the “Haulout, Hardstand, Storage and Relaunching Acceptance Form”.

“Contract” means the “Haulout, Hardstand, Storage and Relaunching Acceptance Form” signed by the Customer and Company, together with these Terms and Conditions.

“Company” means Dockland 5 Marine Limited and its respective employees, contractors and agents.

“Customer” means the owner or agent named on the Contract and includes agents or invitees or contractors of the owner.

“Facility” means the hardstand and haulout facility at 211 Port Road, Whangarei 0110.

“Health and Safety Policy” means the Company’s Health and Safety policy.

“Rates” means the Company’s pricing and fee schedule.

“Site Rules” means the Company’s rules in respect of the use of the Facility.

“Services” means all services provided by the Company in relation to the Boat, including but not limited to haulout, hardstand, and storage and relaunching, waterblasting and lift for inspection.

“Online” means the Company website: <https://www.dockland5.co.nz/>

2. Terms and Conditions, Acceptance and Variation

2.1 These Terms and Conditions (“Terms”) will apply to all Services provided to the Customer by the Company, and the Customer acknowledges by signing the Contract that the Customer has received a copy of, and accepts these Terms.

2.2 We may vary these Terms from time to time and they shall apply 5 days from the date at which the new Terms are published Online.

3. Prices and Payment

3.1 The Customer shall make all payments as invoiced by the Company and within 5 working days from the issue of invoice (“Due Date”).

3.2 Payment must be made in full and before the Boat is launched from the Facility.

3.3 Payment shall be made within 5 working days from the issue of invoice (“Due Date”). All payments must be made by the Due Date.

3.4 Any account not paid by the Due Date will be charged interest at the rate of 2.5% per month on the amount outstanding calculated from the Due Date until payment is made in full.

3.5 The Customer will be charged at the rate, in accordance with the Rates published Online.

3.6 The Customer accepts that the Rates are subject to change at the discretion of the Company and without prior notification to the Customer. Any updated rates shall apply 14 days after the date at which the new Rates are published Online.

4. Customer Obligations

4.1 The Customer must:

- a. Pay all due amounts in accordance with clause 3;
- b. Ensure that the area of the hardstand, immediately surrounding the Boat is in a clean and tidy condition at all times and shall not store supplies, materials, accessories or debris in that area;
- c. Deposit all garbage in the receptacles provided. In the event that the Company at its sole discretion determines that the amount of waste produced and around the Boat is unusually excessive, the removal of such waste shall be paid by the Customer;
- d. Comply with all Site Rules and Health and Safety Policies and instructions provided by the Company;
- e. Comply with all relevant legislation and regulations;
- f. Ensure that no work, maintenance or otherwise is undertaken on the Boat while the Boat is at the Facility without the prior consent of the Company;
- g. Dispose of all oils and solvents in appropriate areas provided by the Company;
- h. Report any accidents and bring to the Company’s attention any damage, defects and hazards found at the Facility; and
- i. Ensure that any contractors or invitees comply with this agreement and any regulations.

4.2 The Company is entitled to terminate this Contract under clause 5 if any of the above obligations are breached.

4.3 Any costs incurred by the Company in relation to 4.1 (c) and 4.1 (g) will be passed onto the Customer.

5. Termination

5.1 Where any of the obligations under clause 4 are breached, the Company at it's sole discretion may issue a 5 working day default notice to the Customer outlining the default and the actions required to remedy such default.

5.2 Where the default is not capable of being remedied or the default notice is not remedied within 5 working days, the Company may terminate this Contract.

5.3 Termination of the Contract shall not affect the Company's rights under these Terms and upon termination, the Customer must pay all amounts due and remove the Boat including all it's contents from the Facility within 5 working days. The Customer will be charged up until the date the Boat leaves the Facility.

6. Relocation of Boat

6.1 The Company reserves the right to relocate the Boat to another location within the Facility if required to do so for practical reasons.

7. Default

7.1 In the event that there are any monies owing after the Due Date, the Company shall be entitled to seize and take possession of the Boat and shall have a general lien over the Boat until all amounts owing are paid in full. The following process shall then apply:

- a. The Company shall give notice to the Customer of the seizure of the Boat and the Customer shall have 21 days to make full payment of all amounts owed.
- b. In the event that the Customer fails to make full payment within 21 days, the Company at its discretion shall be entitled to sell the Boat by way of private arrangement or auction and any chattels on the Boat, without further notice to the Customer.
- c. The proceeds of the sale shall be applied to defray all costs associated with the sale of the Boat, all outstanding amounts owing to the Company (including any interest accrued) and any associated debt recovery costs. The remaining balance shall then be paid to the Customer.
- d. Where there is a deficiency of funds from the sale to cover the costs outlined in clause 7.1 (c), the Company is entitled to recover such deficiency.
- e. The Customer indemnifies the Company against any actions or proceedings from any persons or entity in relation to the sale of the Boat.
- f. The lien created in this clause, is in addition to and not in substitution of any other remedy that may be available to the Company at common law or in statute. The Company reserves the right to rely on the remedies available to it under statute or common law.

8. Insurance

8.1 The Customer shall remain fully insured against loss or damage of the Boat and its contents, and any insurance policy must include public liability and third party insurance.

8.2 The Company reserves the right to request to view any insurance policies.

9. Limitation of Liability and Indemnity

9.1 The liability of the Company in respect of all claims for loss, damage or injury arising from breach of any of the Company's obligations under these Terms or from any act or omission is limited, in each case, to the value of the Services provided by the Company to the Customer.

9.2 The Company shall not be liable for any indirect loss or damage (including without limitation loss of profits) whatsoever to the extent permissible in law.

9.3 The Services are used at the Customer's own risk. To the fullest extent permitted at law, the Customer shall indemnify the Company against any claims for loss, damage, defect or injury, resulting from the provision of Services.

9.4 The Company is not liable for any loss or damage to the hardstand, hauling equipment, the Facility or any other Boat in the Facility or on the hardstand or to any other property caused by or resulting from the acts or omissions of the Customer, or the Customer's representatives, contractors, invitees or licences. The Customer agrees to compensate the Company in such circumstances.

- 9.5** While the Company provides security to the extent that the Facility is locked, floodlit and patrolled at night, the Company is not liable for any damage, theft, or loss of the Boat or any goods or other property stored in the Boat while the Boat is at the Facility.
- 9.6** If an agent signs the Contract for, or on behalf of the owner of the Boat, then the signatory agrees to be jointly and severally liable for the obligations and indemnities under these Terms and further warrants to the Company that all work carried out by the Company under this Contract has been carried out with the full knowledge and consent of the Customer or owner of the Boat.

10. Force Majeure

- 10.1** The Company will not be in default or breach of these Terms and will not be liable for any costs or delay resulting from any natural disaster or emergency, pandemic, any act of God, war, terrorism, fire, flood, drought, storm or any other event beyond the reasonable control of either party.

11. Notice

- 11.1** Any notice required to be given to a party may be served either personally, by registered courier, or by Email to the address or Email address specified in the Contract. Notification of changes to the details in the Contract shall be in writing and it is the responsibility of the party requiring changes to notify the other party.

12. Liveboards

- 12.1** Customers must comply with the Site Rules regarding Liveboard.
- 12.2** Only the named Customer may live aboard on the Boat. Any additional guests must be approved by the Company.
- 12.3** The Company reserves the right to decline a request to Liveboard.

13. General

- 13.1** The Company shall be entitled to deliver up the Boat to any person providing this Contract or offering other such evidence of ownership or authority to receive the vessel as the Company may in its sole discretion deem satisfactory.
- 13.2** These Terms are subject to the laws of New Zealand and the jurisdiction of the New Court.
- 13.3** The Consumer Guarantees Act 1993 will not apply where the Services are used for a business.