



HAULOUT & HARDSTAND BOOKING FORM

Minimum cancellation notice 9.00am on working day prior to your booked date

(\$100 cancellation fee will apply)

WEITI RIVER IS TIDAL - ALL BOOKINGS SUBJECT TO AVAILABILITY

OWNER / CONTACT DETAILS:

NAME: _____

ADDRESS: _____

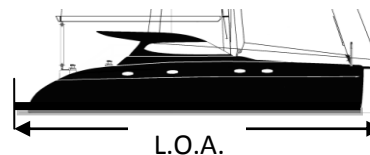
PHONE: _____ MOBILE: _____

EMAIL: _____

VESSEL DETAILS:

BOAT NAME: _____

TYPE: _____



L.O.A.: _____ DRAFT: _____

BEAM: _____ CRADLE WIDTH: _____ WEIGHT: _____

ENGINE (PLEASE TICK): STERN-DRIVE SHAFT-DRIVE

HAULOUT DATE PREFERRED: _____ ESTIMATED TIME HARDSTAND: _____

SHELTER SHED REQUIRED (ADDITIONAL CHARGE): Yes No

ESTIMATED TIME SHELTER SHED: _____

ASSISTANCE IS AVAILABLE FOR THE RIVER PASSAGE OF YOUR VESSEL. (ADDITIONAL FEE WILL APPLY FOR THIS SERVICE)

ASSISTANCE REQUIRED (PLEASE TICK): Yes No

INSURANCE DETAILS (CONFIDENTIAL):

POLICY HOLDER NAME: _____

INSURANCE COMPANY: _____

POLICY NUMBER: _____ POLICY EXPIRY DATE: _____

Please note:

Any Haulouts/relaunches booked outside the hours 8.00am – 4.00pm Monday to Friday (excluding public holidays) will incur an additional fee.

It is the vessel owner's responsibility to instruct the operator as to the setting of the; cradle, arms, lines and props prior to hauling. No responsibility will be accepted by Fusion for any damage to any parts of the vessel.

FULL PAYMENT REQUIRED PRIOR TO LAUNCHING

/We confirm we have sighted the Yard Rules and Regulations and the Terms and Conditions set out in this contract and agree to comply with these (total of 4 pages).

SIGNED: _____

DATE: _____

YARD RULES AND REGULATIONS

DEFINITION

“**Fusion**” means Fusion Marine Ltd, as managers of 14c Manga Road, Silverdale, and includes, where appropriate, its agents and employees.

Vessel owners are responsible for ensuring all users, employees, agents and invitees comply with these rules and regulations.

Safety: The Health and Safety of you, your subcontractors and others working around you are paramount. Please do not engage in any activity that could cause harm. If you see any activity that is potentially dangerous, please report immediately to the hardstand manager.

Tidiness: The area surrounding the vessel must be kept tidy. No materials or debris may be stored there. All garbage and waste materials must be placed in the rubbish bin provided. Fusion reserves the right to charge a fee to clean the site if deemed necessary.

You shall not pollute Fusion’s yard or discharge into the Weiti River, any poisonous, noxious, dangerous or offensive substance or thing.

Parking of Vehicles: Vehicles parked within the yard are the car owners’ responsibility. Only one car per vessel may park within the yard. Fusion takes no responsibility for any damage to vehicles while in the yard.

Cradles, Blocks and Props: No one apart from the hardstand operator is to remove or adjust blocks/wedges, props and cradle arms.

Spray Painting: By arrangement with management.

Living on Board: Fusion **do not** permit “liveboards” in our yard.

Facilities: Reasonable use of power, water and toilet facilities are available for owners/contractors. No vessels on the hardstand are to be permanently connected to electrical outlets for periods longer than 24 hours.

Property: You shall not store any of your property anywhere on Fusion’s yard without our permission. The permitted storage is at your own risk.

Pets: No pets or animals are permitted in the yard without Fusion’s consent.

Flammable Liquids: You shall not store or bring into Fusion’s yard any flammable liquids, gases or goods without our permission. The lighting of fires within the property is prohibited.

Nuisances: You must not cause annoyance or disturbance to other occupiers of the hardstand area or to Fusion or their employees or agents. You must ensure that anybody you invite or allow on to the hardstand area observes this requirement.

Tradespeople: Permission must be obtained from Fusion before any offsite tradespeople commence work on the vessel. Approval will not be unreasonably withheld, however they do reserve absolute discretion in this matter.

Cleaning/Waterblasting: Owners must keep clear of the vessel during waterblasting procedure.

Payment: Hardstand storage payment is due upon receipt of invoice. **Hardstand charges** apply until relaunch, regardless of delays due to weather or inability to relaunch on desired date. It is recommended your **relaunch is booked at least 3 days in advance**.

TERMS AND CONDITIONS

FUSION MARINE LTD

1. DEFINITIONS

1.1. In these terms and conditions:

“**Fusion**” means Fusion Marine Ltd, as managers of 14c Manga Road, Silverdale, and includes, where appropriate, its agents and employees.

“**Hardstand**” means the area situated at 14c Manga Road, Silverdale utilised for the storage of boats and masts, and for the moving of boats into and out of the water by the Boat Mover, for the general manoeuvring of boats on the storage area and for the washing, cleaning, and other repair and maintenance work of Boats.

“**Boat Mover**” means the machinery and associated equipment for the transportation of boats to and from the water and around the Hardstand.

2. TERMS AND CONDITIONS OF USE:

2.1. The Customer shall:

- (a) At all times keep the area of the Hardstand immediately adjacent to the surrounding of the Boat in a clean and tidy condition, and shall not store supplies and materials, accessories or debris on that area.
- (b) Comply with Fusions Rules and Regulations.
- (c) Deposit all waste in the relevant receptacles provided, provided that where the amount of waste to be removed from and around the Boat is considered by Fusion, in its sole discretion, to be unusually excessive, then the removal of this waste shall be at the Customer's expense. The customers obligation under this clause is not derogated if Fusion fails to provide the receptacles.

2.2. The Customer shall not:

- (a) Make nor permit to be made, any noise or disturbance, or perform any act which in the opinion of Fusion, in its sole discretion may be an annoyance or cause a nuisance to any other person or body in and around the Hardstand.
- (b) Remove or tamper with any of the propping arrangements or equipment to sit the vessel on the Cradle or Hardstand.
- (c) Carry out any work on the Boat or on the Hardstand between the hours of sundown and 7.00am.
- (d) Undertake dry sandblasting of the Boat in and around any part of the Hardstand.
- (e) Carry out any spray painting work without the prior written consent of Fusion, and any such spray painting work shall be undertaken only with adequate covers for the protection of other vessels and the environment.
- (f) Nor shall the Customer permit, any work or activity to be carried out or undertaken on the Boat or on the Hardstand in contravention of any of the provisions of the Resource Management Act 1991, and the Health and Safety in Employment Act 1992.

2.3. Any breach of the above conditions shall be deemed to be a breach of this Contract entitling Fusion to cancel this contract forthwith without notice.

3. CHARGES AND PAYMENT:

3.1. The Customer acknowledges and agrees that:

- (a) The Customer shall duly and punctually pay all charges when levied by Fusion, and in any event, before the Boat is removed from the Hardstand, at the rate specified based upon overall boat length. Fusion has the right to review those charges at any time without notice.
- (b) Fusion shall be entitled to charge the Customer a one off penalty fee of \$100 in the event of the Customer failing to keep a launching appointment for the use of the Boat Mover.
- (c) Payment for Boats on the Hardstand is due on receipt of invoice. Any amounts outstanding shall be subject to penalty interest chargeable at the rate of 2.5% per month regardless whether Fusion has demanded for the outstanding amount. The penalty interest will accrue daily from the due date for payment to the date payment is actually received.
- (d) Postponement of launching due to circumstances beyond our control will result in normal daily rate charges applying.
- (e) If any moneys are owing under this contract by the Customer for the use of the Boat Mover, or for the use of the Hardstand, Fusion shall be entitled to distraint the Boat and shall, from the date of such distraintment, have a general lien upon, and the right of retention of the Boat so distrainted until all moneys payable by the Customer under this contract have been paid in full.
- (f) If the moneys owing remain unpaid for a period of 21 days after Fusion shall have given notice to the Customer of distraintment of the Boat, Fusion shall be entitled without further notice to sell the Boat by auction or otherwise, together with any chattels situated on or in the Boat, and the proceeds of such sales shall be applied first towards all the expenses of distraintment and sale and that incurred due to the customers breach, secondly the payment of moneys due to Fusion and lastly the payment of the balance (if any) to the Customer. Full legal and collection costs will be added to any amounts due.
- (g) If there shall be a deficiency of funds from any sale pursuant to this clause to meet the costs noted above, Fusion may proceed to recover such deficiency from the Customer as liquidated damages.
- (h) The Customer indemnifies and saves harmless Fusion from all claims, suits and demands made by any person or corporation in respect of the Boat or any chattels distrainted and sold pursuant to this contract.

4. RISKS AND INDEMNITIES:

4.1. The customer acknowledges that the Boat placed on the Hardstand in accordance with this Contract, and any chattels in, on or fixed to the Boat shall not be deemed to be in the custody, possession or control of Fusion in any manner whatsoever unless and until Fusion exercises its rights of seizure and sale referred to in clause 3.1(f).

4.2. The customer acknowledges and agrees that:

- (a) Fusion gives no warranty to the Customer as to the condition of the Hardstand and/or the facilities and the Customer agrees that the Customer will use the Hardstand and facilities solely at the Customers own risk.
- (b) Fusion is not responsible for the care or protection of any property at the Hardstand; and
- (c) During the duration the Customer is using the Hardstand and facilities, there will be other activities carried on in or around the Hardstand and the Customer shall have no claim against Fusion and Fusion shall have no liability in relation to the same even though the activities may interfere with the Customers use of the Hardstand and facilities.
- (d) The Boat, and any other craft which is transported to or from, or stored upon the Hardstand in accordance with the provisions of this Contract, is entirely at the risk of the Customer, and shall remain at the risk of the Customer throughout the term of this Contract. Fusion shall not either directly or vicariously, nor shall any employee of Fusion be liable in negligence or otherwise for any damage to or theft or loss from the Boat, and any goods, gear or machinery situated on or around the Boat whilst the Boat is on the Hardstand, or the Boat Mover howsoever occurring including, but without limiting the generality of the foregoing loss or damage caused by the removal of the Boat by any person not authorised by the Customer to remove it, whether such removal was permitted by Fusion or not.
- (e) Fusion shall not, either directly or vicariously, nor shall any employee of Fusion be liable in negligence or otherwise for any injury, loss or damage sustained or suffered by the Customer, or any agent, employee, contractor or invitee of the Customer or any other person on the Hardstand or the Boat Mover, or inside the adjoining buildings howsoever such loss, damage or injury may occur.

4.3. To the extent permitted at law, the Customer indemnifies and will keep Fusion indemnified against all actions, suits, claims, debts, obligations and other liabilities arising out of this contract, or out of any act or omission of the Customer, or the officers, agents, employees, contractors or invitees of the Customer and the Customer agrees to compensate Fusion for any loss or damage to the Hardstand, Boat Mover or any of the craft on the Hardstand, or to any other property caused by, or resulting from the acts or omissions of the Customer or its officers, agents, employees, contractors or invitees.

4.4. If the signatory to this Contract, executes this Contract as 'agent' or 'representative' for or on behalf of the owner of the Boat, then the signatory to this agreement must confirm in writing that the signatory has the authority to bind the owner. The signatory must also warrant to Fusion that all work carried out by the signatory has been carried out within his/her authority and with the full knowledge and consent of the owner of the Boat. The signatory and the owner of the Boat must jointly and severally indemnify Fusion from and against all and any claims against Fusion, arising from the action and omission of the signatory or owner, in addition to the provisions contained in this contract.

5. GENERAL:

5.1 Fusion shall be entitled, from time to time, to deliver up the Boat stored in accordance with this Contract to any person producing this Contract or offering such other evidence of ownership authority to receive the Boat as Fusion may, in its sole discretion, deem satisfactory.

5.2 Notice –

(a) The Customer must advise Fusion (in writing) of any change to the Customers address and contact numbers stated in the Contract or alternatively the name, contact, phone number and address of any agent to whom the Customer grants unlimited authority to act for the Customer in all matters concerning this Contract. If an agent is appointed, Fusion is entitled to deal with that agent as if the agent were the Customer and the Customer shall be bound accordingly. If there is more than one customer or the Customer is a company or trust then all customers must appoint either one of their number or some other person to be their agent otherwise the first named customer shall be deemed to be the agent of all the customers.

(b) Any notice of communication required or authorised to be given under this Contract by:

(i) Fusion may be given, served or communicated if given in writing by Fusion and either delivered personally to the Customer or left at the Customers vessel or posted to the Customer or the Customers agent at the last address recorded with Fusion;

(ii) The Customer must be given in writing and either delivered personally or posted (by recorded delivery) to Fusion at Fusions address (PO Box 300-671, Albany, Auckland) and if not will be of no effect whatever.

Any notification when given or served by post shall be deemed to have been delivered and received by the other party 2 days after the date of posting.

6. INSURANCE:

6.1 The Customer must, during the duration of use and occupation of the Hardstand, at the Customer's own expense, effect and maintain adequate public liability insurance cover, being at least One Million Dollars (\$1,000,000), and marine liability insurance to indemnify Fusion against public liability. The Customer shall produce reasonable proof to Fusion of the existence of that insurance before the Customer commences usage of the Hardstand and the facilities.

7. HEALTH, SAFETY AND STATUTORY COMPLIANCE:

7.1 No person or vessel shall enter the vicinity of the Hardstand with any hazardous substances as defined under the Hazardous Substances and New Organisms Act 1996.

7.2 Without limiting the generality of the other provisions of this clause the Customer must not pollute or permit the pollution of the Hardstand or Weiti River and must not discharge into the Hardstand or Weiti River any poisonous, noxious, dangerous or offensive substance or thing, and in particular must comply with the provisions of the Resource Management Act 1991.

7.3 Notwithstanding any other provisions of this Contract, the Customer for the purposes of the Health and Safety in employment Act 1992, is solely responsible for the health and safety of the Customers employees, contractors, invitees, guests and agents when the same are using or occupying the Hardstand or undertaking any works in the Hardstand. The Customer must take all steps to ensure compliance with the Health and Safety in Employment Act 1992.

7.4 The Customer must ensure the Customer (including all employees, agents and invitees of the Customer) comply with all New Zealand statues and regulations and all local regulations, rules, bylaws imposed by any property authorised authority.

8. RULES AND REGULATIONS:

8.1 In addition to the Rules and Regulations, Fusion can amend the existing rules and regulations or make new rules and regulations at its absolute discretion and as it considers desirable for the better management, safety, cleanliness or harmonious use of the Hardstand.

8.2 Any rules and regulations made shall be notified to the Customer (in writing) and binding on the Customer (once notified) as if they had been fully set out in the Contract.

8.3 Fusion shall not be liable for failing to enforce any of the rules and regulations.

9. FORCE MAJEURE:

9.1 Fusion shall not be deemed to be in breach of the Contract or otherwise be liable to the Customer by reason of any delay in performance or non performance of any of its obligations under this Contract to the extent that any such delay or non performance is due to any force majeure which has been notified to the Customer, and the time for performance of that obligation shall be extended accordingly.

9.2 For the purposes of this clause "Force Majeure" means any circumstance beyond the reasonable control of Fusion.

10. TRANSFER OR ASSIGNMENT:

10.1 The customer shall have no right to assign, transfer or otherwise part with the right to use the Hardstand conferred by this Contract.

11. TERMINATION:

11.1 If the Customer at any time shall be in breach of any terms and conditions and provisions of this Contract (including the breach of any rules and regulations) hereof on the Customers part to be observed and performed, the Customers right to use the Hardstand facilities pursuant to this Contract shall terminate forthwith upon service of written notice from Fusion of such breach and the further provisions of this clause shall become applicable and maybe enforced by Fusion.

11.2 On termination of the Contract (other than due to non-payment stipulated in clause 3 above), the Customer shall promptly remove the vessel and all the goods and effects of the Customer from the Hardstand; and in default of the Customer so doing, Fusion shall be entitled to remove them to any convenient place and to contract for their safekeeping and for payment of storage and insurance fees as agent for the Customer. In that event, Fusion may apply to authorising the Customer to remove the vessel charged per customer a panel fee (together with recovering all costs incurred in accordance with this clause). All costs and expenses thereby incurred shall be payable by the Customer to Fusion who may sue for and recover the same as liquidated damages.

11.3 The Customer shall indemnify Fusion against all liability for fees and expenses incurred in respect of such removal or storage or any matter arising therefrom. Anything done by Fusion pursuant to this clause shall be deemed to be done as agent and at the risk and cost of the Customer.

12. SUITABILITY OF THE HARDSTAND:

12.1 Fusion does not warrant the Hardstand facilities are suitable or adequate for the Customers purposes. All warranties as to suitability and adequacy implied by law are expressly negative to the full extent permitted by law.

12.2 Fusion is not responsible for providing any safety measures to protect any fixtures, fittings or equipment from water damage, fire explosions, storm, hazards or potential hazards whether coming from inside or outside the Hardstand.

13. NOTIFICATION OF DEFECTS:

13.1 The Customer must immediately bring to Fusions attention any damage, breakage or defect in or to any part of the Hardstand facilities and any circumstances likely to cause damage or injury to property or persons.