

## Agreement for Use of Oamaru Harbour Slipway

*(This form must be completed prior to using the slipway)*

Name of Hirer: \_\_\_\_\_

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

Contact Phone No: \_\_\_\_\_

Name of Vessel: \_\_\_\_\_

Type of Vessel: \_\_\_\_\_

Beam: \_\_\_\_\_

LOA: \_\_\_\_\_

Length waterline: \_\_\_\_\_

Weight of Vessel: \_\_\_\_\_

(see clause 4)

Date of slipping: \_\_\_\_\_

Date of relaunch: \_\_\_\_\_

(see clause 20)

1. Under this Agreement, the Hirer contracts the services of WDC to remove the Vessel from the water on WDC's slipway cradle, allow it to remain there, and relaunch the Vessel.
2. Prior to the slipping of the Vessel, the slipmaster shall meet with the Hirer and assess the size of the Vessel, including its beam and draft.
3. The Hirer shall provide to the slipmaster any information about the Vessel that is reasonably requested, such as building plans, a maritime transport operator plan or names of previous slipway operators who have slipped the Vessel.
4. The slipway has a maximum vessel capacity of **12 tonnes**. No Vessel (inclusive of all items on it, including fuel and water) is to exceed **12 tonnes**.
5. If the slipmaster considers that the Vessel may exceed 12 tonnes then the Vessel shall not be slipped unless the Hirer can establish that the Vessel is less than 12 tonnes by producing relevant data (such as a builder's certificate) that is satisfactory to the slipmaster.
6. Commercial vessels take precedence over pleasure boats.
7. The Hirer agrees to follow all of the slipmaster's instructions or directions during the slipping operation, except in exceptional circumstances where the Hirer considers the instructions or directions to be dangerous.
8. Once the Vessel is on the slipway, any adjustment or alteration to the position of the Vessel on the cradle must be carried out under the instructions or directions of the slipmaster.
9. While the Vessel is on the slipway, the Hirer is not permitted to live onboard the Vessel.
10. The Hirer shall keep the slipway area around the Vessel in a clean and tidy state.
11. All rubbish must be removed by the Hirer from the slipway area. Any rubbish required to be cleaned up by contractors engaged by WDC shall be charged to the Hirer at current rates (these rates are available on request).
12. The Hirer is permitted to store supplies and materials in the appropriate shed at the top of the slipway, as well as use the ladder in the shed.
13. While remaining on the slipway, the Hirer agrees to restrict work on the Vessel to the hours between **7.30 am** and **7.30 pm**. Unless by prior arrangement, slipping of vessels will also be between these hours.
14. The Hirer shall seek permission from the slipmaster prior to carrying out any sand blasting, grit blasting, spray painting, or anti-fouling of the Vessel. If permission is granted, the slipmaster may impose reasonable conditions on the carrying out of these works.
15. Hirers shall take reasonable care for their own health and safety and ensure that their actions do not adversely affect the health and safety of others. Hirers must obtain permission from the slipmaster where the Hirer intends for any servants, agents, employees, contractors or invitees to carry out works on the Vessel. This is so that the slipmaster can comply with, as well as coordinate, PCBU obligations under the Health and Safety at Work Act 2015.

16. If the slipmaster considers any work that is being done on the Vessel to be unsafe or harmful to the environment (whether that is work being carried out by the Hirer or the Hirer’s servants, agents, employees, contractors or invitees) then the slipmaster shall have absolute discretion to order such works to cease and such orders shall be complied with.
17. The Hirer shall take all necessary steps to ensure that no oil, oil refuse, petroleum of any kind, liquid or non-liquid pollutant, or waste material, shall be spilled, discharged or escape into Oamaru Harbour. If such spillage, discharge or escape does occur, the Hirer shall: (i) comply with all directions from local authorities; and (ii) pay all of the fees, fines or charges.
18. The Hirer in return for the services described in clause 1, agrees to pay all fees levied at such rates as are established from time to time by WDC. Present fees are \$220 winch on and off (\$220 minimum charge then \$90 per hour after 2 hours) and \$30 for each day (or part thereof) thereafter. All fees (winch and daily) must be paid before the Vessel is relaunched, unless prior arrangement with WDC’s Property team (contact details below).
19. WDC shall have a contractual lien over the Vessel in respect of all outstanding charges or other amounts payable to WDC, irrespective of whether those charges or other amounts relate to the Vessel or otherwise.
20. The Hirer shall give their best estimate of the time the Vessel will need to remain on the slipway. The Vessel shall not be permitted to stay on the slipway beyond the recorded date of relaunching without the slipmaster’s express permission. Where express permission is not granted, the slipmaster shall have absolute discretion to relaunch the Vessel and place it on a swing mooring.
21. Under this Agreement, the Vessel shall be removed from the water, allowed to remain on the slipway, and relaunched, entirely at the risk of the Hirer and at all times remains the risk of the Hirer. Hirers are advised to carry private insurance for the purposes of this Agreement.
22. WDC, the slipmaster, or any other contractor acting on WDC’s behalf in any respect, shall not be liable in any manner whatsoever for any loss or damage to the Vessel (or goods stored on it) arising from the Hirer’s negligence, acts of vandalism or theft.
23. The Hirer shall indemnify WDC against all actions, suits, claims, and other liabilities arising out of this Agreement or out of any act or omission of the Hirer or the Hirer’s servants, agents, employees, contractors or invitees.
24. The Hirer shall compensate WDC for any loss or damage to the slipway equipment, including (but not limited to) the cradle and winch, where the loss or damage is caused by, or results from, the acts or omissions of the Hirer or the Hirer’s servants, agents, employees, contractors or invitees.
25. To the extent that the Consumer Guarantees Act 1993 does not apply, WDC, the slipmaster, or any other contractor acting on WDC’s behalf in any respect, shall not be liable in any manner whatsoever, including (but not limited to) in negligence or in bailment, for any loss or damage, including (but not limited to) indirect, special or consequential loss or damage, suffered by the Hirer under this Agreement.
26. Slipping and re-launching is restricted to conditions where the cradle is not subjected to impact resulting from swell or surge at the site.
27. Vessels with short keels and fin-keel yachts require a supplementary bearer to spread the weight of the boat over the three transverse beams.

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

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

Shona Bell - Property Administrator 03 433 0300 sbell@waitaki.govt.nz

Toby Armour – Projects & Assets Officer 03 433 0300 or 027 650 4896 tarmour@waitaki.govt.nz

**OFFICE USE ONLY**

Approved by:

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

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

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

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

Debtor Code: \_\_\_\_\_

Amount to be paid: \_\_\_\_\_

\_\_\_\_\_

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