

## Hardstand/Shed Terms and Conditions

- Without limiting any rights of the owner under the Consumer Guarantees Act 1993:
  - Haulage, boat movements within the yard, relaunching and storage on the Hardstand, is entirely at the risk of the owner. The Club shall not either directly or vicariously, nor shall any officer or employee of the Club be liable in negligence or otherwise for any damage to or theft or loss from the boat, and any goods, gear of machinery situated on or around the boat whilst the boat is on the Hardstand, or during a boat movement 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 Owner to remove it, whether such removal was permitted by the Club or not.
  - The Club shall not, either directly or vicariously, nor shall any
    officer, employee of the Club 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 by the haulage
    equipment howsoever such loss, damage or injury may occur
- 2) All rates are set out in the <u>Schedule of Charges</u>. All haulout, hardstand and shed fees to be paid as set out in the <u>Service Payment Policy</u>
- 3) NON-PERMITTED ACTIVITIES ON HARDSTAND/SHED
  - No dry sanding of antifoul without using vacuum extraction machines.
  - No sand, bead or soda blasting is allowed.
  - No spray painting.
  - No grinding or hull planning of steel boats
  - No new hulls, major rebuilds, and reconstructions are permitted.
  - No prolonged use of noisy power tools
- 4) OPERATING HOURS FOR HARDSTAND/SHED:
  - Monday-Saturday 8 am to 8 pm and Sunday 11 am to 6 pm:
    - Allowable noise level 50dB LAeg (Shed 45dBa L10).
    - General construction noise is allowed.
  - All other times including Sunday 8am to 11am
    - Allowable noise level 40dB LAeq. (Shed 45dBa L10).
    - No power tools or hammering, quiet work only
  - Christmas and Boxing Day:
    - No power tools or hammering, quiet work only
- LADDERS: Must be supplied by owner and securely padlocked when not in use and removed after launching
- 6) CLEAN-UP: Required at least once a day or more frequently to stop residue, dust, paint flakes or shavings being blown or washed away. No residue, dust, paint-flakes or shavings shall be left on the yard surface or be allowed to cross any Weiti Boating Club boundary.

- RUBBISH: Must be placed in heavy duty-sealed plastic bags before being deposited in the rubbish bin - members must supply the bags.
- APPLYING ANTIFOUL AND PAINTING OF HULLS: Tarpaulin must be placed under the boat when applying antifoul or painting
- 9) SCRAPING OF HULLS: Mon Sat 8am 5pm.
  - Drop cloths and shrouds must be erected to encase the work area.
  - No scraping during windy conditions.
  - Use of Vacuum extraction machines is highly recommended.
- 10) DRY SANDING ACTIVITIES: Mandatory use of vacuum-extraction machines when dry sanding.



- 11) WET SANDING, WASHING YOUR BOAT DOWN AND CLEANING YOUR HULL: Before water blasting or using any water, please activate the wastewater system by pressing the green start button. Once you have finished you must push the red stop button
- 12) WORKING SAFELY: Please make sure your ladders, scaffolding etc. are safe to use and all ladders are secure. Personal protective equipment e.g. ear protection, dust mask, eye wear, gloves must be worn when required.
- 13) SPILL KIT: The spill kit is located in the middle dinghy locker by the main boat ramp.
- 14) HAMMERING: By its nature, is a very noisy activity. As such, it should be kept to a minimum. Please also consider what impact your activity will have on our neighbours, especially if working early or late in the day.
- 15) CONTRACTORS: All Contractors contracted to work on the hardstand, in the shed, or on your boat on the water must provide the Manager with digital details of public insurance and liability and must comply with the H&S requirements of the Club.

I understand, acknowledge and agree that the haul and launch processes are undertaken at my request, and that without limiting any rights of the owner under the Consumer Guarantees Act, there is **no liability** on the Weiti Boating Club Inc or any person acting on behalf of, or assisting, the Weiti Boating Club Inc.