



Weiti Boating Club Trailer Park Terms & Conditions – 2024

1. Introduction:

- 1.1. The granting of a Trailer Park Permit is subject to the acceptance these Terms and Conditions, proof of current boat insurance (uploaded into Hello Club) and payment of the fees.
- 1.2. The General Committee, at its sole discretion, will have the right to approve, reject or withdraw the Trailer Park Permit.
- 1.3. Variations to these Terms and Conditions for this permit only become valid once approved by the General Committee.
- 1.4. These Terms and Conditions contain clauses to enable the Club to remove a boat and trailer from the Club's Trailer Park if an owner does not abide by these Terms and Conditions.
 - 1.4.1. Clause 7 sets out the conditions under which a Revocation Notice may be issued. Clause 6 gives the Club the legal ability to act and Clause 8 sets out how the Club may act.
 - 1.4.2. Revocation Notices will only be issued if conditions in Clause 7 have not been met by the member.
 - 1.4.3. A Revocation Notice must be approved by General Committee ensuring correct procedure has been followed.

2. Disclaimer:

- 2.1. The Club will not be responsible for any loss, damage or destruction, however arising, to a boat or equipment belonging to a Permit Holder. The Club will furthermore not be responsible to any Permit Holder, their family, friends or invitees for any personal injury they may suffer at the Club, howsoever arising.
- 2.2. The Club will not be liable for any damage to a boat of the Permit Holder or other property, from whatever cause arising including a Trailer Park problem or any damage caused when Trailer Park maintenance is being carried out.

3. Definition:

- 3.1. The Permit allocates an area in the Trailer Park for the Holder to keep their boat. This area at all times remains the property of the Club.

4. Trailer Park Permit conditions:

- 4.1. Trailer Park Permits can only be issued to Family and Senior Members (Not Associate members or non-members).
- 4.2. Third party insurance cover not less than \$5,000,000 minimum. You are requested to upload the boat insurance policy into the Members' tab in Hello Club. Once the insurance cover expires the updated renewed insurance is to be uploaded.
- 4.3. The Club may reallocate the Permit Holder to a different Trailer Park.
- 4.4. During maintenance, or in emergencies, the owner may be asked to temporarily move their boat and trailer.
- 4.5. A Club member can only be allocated one Trailer Park at any given time. If they require a second Trailer Park this can only be done through a request to the Club Manager.
- 4.6. Subletting a Trailer Park, by Permit Holder, is prohibited. Swapping Trailer Parks with another Permit Holder may only be done with written approval of the Club Manager.

5. Permit period and fees:
 - 5.1. The permit period is from 1st August to 31st July of the following year. If the initial period of the permit is less than a year, the fee may be adjusted accordingly.
 - 5.2. The permit is granted for one year. The acceptance of the Terms and Conditions must be submitted each year along with the required payment and current insurance details.
 - 5.3. A Permit Holder who wishes to relinquish their Trailer Park shall notify the club and on request may be refunded the only the full months unused portion of the permit fee.
 - 5.4. A GST inclusive invoice will be issued prior to the renewal date, stating the Trailer Park number and the fee to be paid for the following 12 month period. The Club reserves the right to alter the fee at any time.
 - 5.5. Trailer Park Fees should be paid through the HelloClub. Staggered payments may be allowed by agreement.
6. Security interest
 - 6.1. The permit holder grants the Club, with effect from the date on which a Notice of Revocation is issued (as defined in clause 8.1), a security interest in the boat and trailer and the proceeds of any sale of the boat and trailer as security for any amounts owing by the permit holders to the Club under these terms. For the avoidance of doubt, any security interest granted under these terms shall not attach unless and until a Notice of Revocation is issued.
 - 6.2. The Permit Holder will sign all documents and provide all information the Club requires to register a financing statement or financing change statement on the Personal Property Securities Register (**PPSR**) and will indemnify, and upon demand reimburse, the Club for all expenses incurred in registering a financing statement or financing change statement on the PPSR, or releasing any goods charged.
 - 6.3. The permit holder agrees that nothing in sections 114(1)(a), 133 and 134 of the [Personal Property Securities Act 1999 \(PPSA\)](#) shall apply to these terms. The permit holder waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA and its right to receive a copy of the verification statement confirming registration of the Club's security interest.
 - 6.4. If the boat and trailer are sold by the permit holder after the Club's security interest attaches, then the proceeds of sale of the boat trailer shall remain subject to the Club's security interest.
7. A Trailer Park Permit may be revoked under the following conditions:
 - 7.1. If fees remain unpaid for more than 3 months following the date of the Trailer Park invoice.
 - 7.2. Failure to have a current insurance policy.
 - 7.3. Revving your engine or doing maintenance work to your outboard in the trailer park area.
 - 7.4. Failure to move when requested
 - 7.5. Should a Permit Holder have their Club membership revoked, the Trailer Park must be relinquished in 30 days.
 - 7.6. The Permit may be revoked, if in the opinion solely of the Committee, for persistent violation of the rules or for reckless or dangerous behavior, liable to cause significant damage.
8. Revocation Process
 - 8.1. If the Club is entitled to revoke a permit pursuant to the above provisions, the Club will issue a revocation notice setting out the reasons for the revocation and, if in the Committee's option the default can be remedied, how it can be remedied (**Revocation Notice**). Where relevant the Revocation Notice shall note the total outstanding money including any interest on overdue payments.
 - 8.2. If the default as detailed in the Revocation Notice is not remedied within 5 working days of the permit holder's receipt of the Revocation Notice (or any other time frame set out in the Revocation Notice) or is not capable of being remedied, the Permit is immediately revoked without further notice and the Permit Holder must remove the boat and trailer from the park within 30 calendar days of the Revocation Notice. The Permit Holder shall remain liable for

payment of all fees and other monies owing to the Club under these terms and any costs incurred by the Club from the date of Revocation Notice until the boat and trailer are removed from the Club premises.

- 8.3. If fees have been paid beyond the date on which the boat and trailer are removed pursuant to clause 8.2, a pro rata refund less any costs, may be requested by the permit holder
 - 8.4. If the permit holder fails to remove the boat and trailer within the timeframe set out in clause 8.2 above, the Club may, at the Committee's sole discretion:
 - 8.4.1. Remove the boat and trailer from the Trailer Park and recover the cost of removal and storage from the permit holder; or
 - 8.4.2. Sell the boat and trailer together with any chattels situated on or in the boat in such manner (whether by public auction or private sale), for such consideration and on such terms and conditions as the Committee thinks fit without being responsible for any loss. The Club may utilise the proceeds of sale in firstly in satisfaction of costs and expenses incurred by the Club in the enforcement of its rights under these terms including removal and storage of the boat and trailer, administrative expenses, and legal costs and expenses incurred on a solicitor/own client basis, secondly in or toward satisfaction of any debts or liabilities owed by the permit holder to the Club and lastly in payment of the balance (if any) to the permit holder.
 - 8.5. Without limiting any other right or remedy the Club has under these terms, any statute, regulation, by-law or common law, where the Club removes a boat and trailer in accordance with clause 8.4.1, it shall be entitled to a lien on the boat and trailer to the extent of the costs of removal and storage.
 - 8.6. The Club will not be responsible for any damage to a boat and trailer while being removed or stored. The permit holder indemnifies and holds harmless the Club against all liability for fees and expenses incurred, and from all claims, suits and demands made by any person, in respect of storing, selling or otherwise disposing of the boat and trailer or any chattels pursuant to clause 8.4.
 - 8.7. The permit holder hereby irrevocable appoints the Committee to be the attorney of the permit holder to execute all documents and do all things as are necessary to give effect to the Club's rights under these terms, including this clause 8.
9. Permit Holder responsibilities:
- 9.1. When arriving at the trailer park early in the morning or late at night, noise must be kept to a minimum so not to disturb the neighbours.
 - 9.2. Outboards are only allowed to be started on the boat ramp.
 - 9.3. Flushing of engines can only be done by the shed between 9am – 6pm.
 - 9.4. Maintenance work to outboards is not allowed in the Trailer Park area, you must use the hardstand area between the shed and the road. There will be no charge to use this area for short periods during the day, for longer periods of time you must book a place on the Hardstand. General maintenance work that does not make any noise is allowed in the trailer park area.
 - 9.5. Tractors/cars shall not be left attached to the trailer once the boat is launched but parked in their relevant spaces.
 - 9.6. Halyards on boats should be tied down
 - 9.7. Tractors to be fitted with a muffler
 - 9.8. All Trailer boats with masts erected must use the side road by the shed, as there are power lines over the other entrance.
 - 9.9. The name of the boat must be shown on the boat in letters no less than 90 mm high.
 - 9.10. It is the Permit Holder's responsibility to notify the Club of any problems concerning the Trailer Park.

10. Trailer Park Holidays

- 10.1. If a Trailer Park is to be vacant for two or more weeks (Holiday) the Permit Holder shall notify the Club Manager.
- 10.2. If the Club sublets that Trailer Park during this period, the Permit Holder will be credited 50% of the daily Trailer Park fee for the period that the Trailer Park is sublet, on the next Trailer Park fee invoice.

11. Selling a boat

- 11.1. If a Permit Holder sells their boat the Trailer Park must be relinquished within 30 days of the sale.
- 11.2. The new owner may apply for a Trailer Park Permit, but will go on the waiting list. The new owner (even if a part owner) cannot inherit the Trailer Park from the initial Permit Holder.
- 11.3. A boat is considered sold if the Permit Holder's share is less than 50% (clause 9.2 above also applies). The Club should be notified within 14 days of a sale or if the Permit Holder's share reduces below 50%. Part owners must be Senior or Family members.
- 11.4. Permit Holders who sell their boat with the intention of buying a replacement, may request that the Trailer Park (or a suitable replacement) be retained for up to 12 months to allow for the acquisition of a replacement boat.