

Cairns Cruising Yacht Squadron Ltd.

42 – 48 Tingira Street Portsmith Qld. 4870

ph: (07)40355115 email: sailing@ccys.com.au

Permit To Occupy CCYS Marina Berth, Pile Mooring or Trailer Park

Full Name.....
Residential Address.....
Postal Address.....
Phone..... Mobile..... Work.....
Email Address.....

Vessel Details

Vessel Name..... Type Sail/multihull Trailer Sailor Motor
Length.....m. Beam.....m Draft.....m
Registration No..... Make.....
Insurance Comprehensive Third Party, liability, fire and salvage
Insurance Company..... Policy Number.....
Expiry Date..... Copy Provided yes no

Booking Details

CCYS Membership No.....
Marina Berth No..... Pile Mooring No..... Trailer Park..... Key No.....
Permit Commences/...../..... Permit Expires/...../.....
Or Week to Week Month to Month Yearly (pile moorings and trailer park only)
Fee Rate \$..... Per Day Per Week Per Month Per Year
Amenity's Key Required Yes No Key No.....

Total Due \$.....

I, the applicant declare that my details are true and correct.

Signed..... Date..... /..... /.....

Print Name.....

Office use only

Form fully completed Insurance certificate copied Key issued

Fee \$..... Amenities Key \$..... Trailer Park Key \$..... Total \$.....

Payment Received cash Receipt No..... credit

Received by..... Date...../...../.....

CAIRNS CRUISING YACHT SQUADRON – CONDITIONS OF PERMIT TO OCCUPY

1. The CCYS owns and occupies its marina and pile moorings in Smith Creek Cairns and has all the necessary authority to permit the applicant to use the marina and pile moorings in terms of this permit.
2. Use of the facility is a privilege extended to members who comply with this conditions of permit and CCYS By-laws. The facility is to be used by members only.
3. Subject to payment of the fee and compliance with the other terms of this permit, the CCYS shall permit the applicant to secure the vessel in the marina, pile mooring or trailer park on and from the commencement date until this permit expires.
4. The CCYS can terminate this permit at any time by written notice, delivered to or left on the vessel, and, the CCYS shall not be required to give any reason for termination of this permit prior to the expiry date.
5. On the expiry Date or earlier termination of this permit the Applicant shall forthwith:
 - 5.1 attend to payment of any unpaid part of the fee due up to that day;
 - 5.2 return the members key if leaving the Port of Cairns;
 - 5.3 remove all property of the Applicant from the facility and leave it in a clean and tidy state;
 - 5.4 remove the vessel from the marina, pile mooring or trailer park.
6. The Applicant warrants and undertakes to the CCYS:
 - 6.1 The Applicant owns or is lawfully entitled to possession of the Vessel;
 - 6.2 The Vessel is not carrying any dangerous or illegal goods and substances;
 - 6.3 That if LPG gas or other similar gas fuelled heating or cooking facilities is used on the Vessel then all of those facilities comply with regulations or the Gas Act 1965 and the Gas Regulations 1989, or if applicable, comparable international standards;
 - 6.4 The Vessel has current liability insurance against liability for any loss or damage to property and for the death or injury to any person caused by, through or in connection with the vessel to at least \$10,000,000 and comprehensive insurance, or insurance which includes full fire, salvage costs, and environmental clean-up. A copy of that insurance policy or certificate of currency shall be lodged with the CCYS office upon application.
 - 6.5 The Applicant and the Vessel will not cause any nuisance or annoyance to other occupiers of the berth facilities and the CCYS;
 - 6.6 The Applicant agrees to be bound by the constitution and By-laws of the CCYS.
 - 6.7 If required by the CCYS (or Agent) the Applicant will move the vessel to another berth within the facility as directed by the CCYS, and the CCYS will not be required to give any reason to the Applicant in this respect.
7. All fees are payable in advance. Marina fees are calculated using the overall length extremities of the vessel. Interest at the rate of 9.45% per annum shall be charged on all fees not received within the stated trading terms of 14 days from date of invoice.
8. The Applicant acknowledges and agrees that if the Applicant fails to pay an instalment of the Fee when due, the CCYS shall have the right to detain and hold the Vessel pending payment of the Fee in full and the Fee shall continue to be payable and shall be paid by the Applicant at the rate specified herein until the whole Fee has been paid to the CCYS in full.
9. In consideration of the CCYS permitting the Applicant and the Vessel to use the berth, the Applicant hereby indemnifies and agrees to keep indemnified the CCYS from and against all claims arising against the CCYS, its members or others caused by the Applicant or the operation or movement of the Vessel from whatever cause.
10. The Applicant acknowledges that the CCYS, its servants or agents, shall not be liable in negligence or otherwise, for any injury, loss or damage sustained or suffered by the Applicant or the Vessel or any invitee, licensee or guest of the Applicant in any way associated with the Applicant or the Vessel's use or access to the berth and the Vessel, and the Applicant hereby indemnifies and agrees to keep the CCYS indemnified from any claims arising from any such injury, loss or damage.

I, the applicant, have read and understood this 'conditions of permit' before applying for a permit to occupy.

Applicant's Signature.....

Date:.....