

**PERMIT**  
**CCYS Marina Berths and Pile Moorings**

**Cairns Cruising Yacht Squadron Ltd**

42 – 48 Tingira Street Portsmith Qld. 4870

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

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 Hull no:.....  
Registration No..... Make.....  
Insurance Comprehensive  Third Party, liability, fire and salvage   
Insurance Company..... Policy Number.....  
Expiry Date..... **Please Note: A copy of current Insurance MUST be provided**  
**Public liability insurance minimum is \$10,000,000 until 1 July 2021 but on renewal minimum must be increased to \$20,000,000**

**Booking Details**

CCYS Membership No.....  
Marina Berth No.....Pile Mooring No.....  
Other (eg sticker).....  
Permit Commences ...../...../..... Permit Expires ...../...../.....  
Or Week to Week  Month to Month  Yearly  (pile moorings only)  
Fee Rate \$..... Per Day  Per Week  Per Month  Per Year   
Amenities 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 \$..... Total \$.....  
Payment Received cash  Receipt No..... credit/debit   
Received by..... Date...../...../.....

## CAIRNS CRUISING YACHT SQUADRON – CONDITIONS OF PERMIT

1. CCYS occupies its marina berths and pile moorings in Smith Creek Cairns and has all the necessary authority to permit the applicant to use the marina berths and the pile moorings on the terms set out in this permit.
2. Use of the facilities is a privilege extended to members who comply with these terms and CCYS' By-laws. The facilities are to be used by members only.
3. Subject to payment of the fee and compliance with all terms of this permit, CCYS permits the applicant to secure the vessel (**Vessel**) in the marina berths or pile moorings on and from the commencement date until this permit expires or the Vessel is abandoned (see item 8 below).
4. CCYS can terminate this permit at any time by giving written notice of one day for weekly permits, one month for monthly permits and three months for yearly permits. Notice will be delivered to or left on the Vessel. CCYS is not 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 must:
  - 5.1 attend to payment of any unpaid part of the fee due up to that day;
  - 5.2 return the Amenities key if leaving the Port of Cairns;
  - 5.3 remove all property of the Applicant from the facilities and leave it in a clean and tidy state; and
  - 5.4 remove the vessel from the marina or pile mooring.
6. The applicant warrants and undertakes to CCYS:
  - 6.1 The applicant owns or is lawfully entitled to possession of the Vessel;
  - 6.2 The Vessel is not carrying or storing any dangerous or illegal goods and/or 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 the Petroleum and Gas (Production and Safety) Act 2004 (Qld) and any of its regulations 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 until annual renewal from July 2021 then must increase to \$20,000,000 and comprehensive insurance, or insurance which includes full fire, salvage costs, and environmental clean-up. A copy of the insurance policy or certificate of currency must be lodged with CCYS office with this application;
  - 6.5 The applicant and the Vessel will not cause any nuisance or annoyance to other occupiers of the berth facilities and CCYS;
  - 6.6 The applicant agrees to be bound by the constitution and applicable By-laws of CCYS; and
  - 6.7 If required or as directed by a regulatory body having jurisdiction over the marina (the regulatory body), the applicant must move the Vessel to another location. If the applicant is not contactable within the time required by the regulatory body to move the Vessel, the applicant authorises an authorised agent of CCYS to board and move the Vessel as required by the request or direction made. CCYS will not be required to give any reason to the applicant for the requirement to board and move the Vessel where a request or direction has been made by the regulatory body in which case the indemnity in item 10 extends to protect CCYS from liability and any costs incurred by CCYS must be reimbursed within 5 business days by the applicant on receipt of a valid invoice for those costs from CCYS.
7. All fees are payable in advance. Marina berth and pile mooring fees are calculated using the overall length extremities of the Vessel.
8. The applicant acknowledges and agrees that if the applicant abandons the Vessel (which includes the failure to pay all instalments of the fee when due over a period of not less than 6 months), CCYS has the following rights:
  - 8.1 the right to detain and hold the Vessel pending payment of all outstanding fees in full and any other costs incurred by CCYS (the Fees);
  - 8.2 the fee continues to be payable and must be paid by the applicant at the rate specified in this permit until the Fees have been paid to CCYS in full; and
  - 8.3 CCYS has the right to board the Vessel and, after complying with the required notice and advertising requirements, sell the Vessel by public auction, to recover the Fees in accordance with the Disposal of Uncollected Goods Act 1967 (Qld).
9. In consideration of CCYS permitting the applicant and the Vessel to use the marina berths and the pile moorings the applicant indemnifies and agrees to keep indemnified CCYS from and against all claims arising against CCYS, its

authorised agents, members or others, which were caused by the applicant or the operation or movement of the Vessel or from whatever cause.

10. The applicant acknowledges that CCYS and its authorised agents are not 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 marina berths and pile moorings and the Vessel and the applicant indemnifies and agrees to keep CCYS and its authorised agents indemnified from any claims arising from any injury, loss or damage.

I, the applicant, have read and understood the terms that apply to this permit before signing for a permit.

Applicant's Signature.....

Date:.....