

CLEANLIFT MARINE & INDUSTRIAL PARK

CONDITIONS OF ENTRY AND USE FOR VESSELS & OWNERS

1. The **"Operator"** means Sea World Pty Ltd trading as Cleanlift Marine Complex for their respective rights and interests and / or agent and the **"Owner"** means the owner, master or other person in charge of a vessel to be slipped and who signs this form and **"slipping"** means the lifting of a vessel out of the water and its transport to a site at the Park and its storage there.
2. The time and manner of slipping and location of storage site of a vessel is in the sole control of the **Operator**.
3. (a) Where the Customer is a "consumer" as defined by any relevant law such as the Trade Practices Act 1974 (as amended) or similar State laws then certain terms and rights (the Prescribed Terms) will be implied into those Terms and Conditions for the benefit of the consumer, which terms and rights and any liability of the Repairer flowing from them cannot be excluded, rescinded or modified by any provision of these Terms and Conditions.
(b) Except for the Prescribed Terms, any terms, conditions or warranties not expressly stated in the terms and conditions do not form part of any contract between the Repairer and the Customer regarding the Works.
(c) Subject to the Prescribed Terms, the liability of the Repairer for any breach of any Prescribed Term shall be limited to, at the option of the Repairer:
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of the goods;
 - the payment of the cost of replacing the goods or acquiring equivalent goods;
 - the payment of the cost of repairing the goods;
 - the supply of the services again; or
 - payment of the cost of having the services supplied again.
(d) Except as provided in these terms and conditions, the Repairer shall not in any circumstances be liable in contract, tort, negligence or otherwise for any loss or damage (including consequential, indirect, special or economic loss or damage) which arises out of or in connection with the Works including, without limitation, any negligent act or omission on the part of the Repairer or any employee, agent or sub-contractor of the Repairer.
(e) The Customer indemnifies the Repairer for any liability in contract, tort and negligence or otherwise incurred by the Repairer to any third person which arises out of or in connection with the Works including, without limitation, any negligent act or omission on the part of the Repairer or any employee, agent or sub-contractor of the Repairer.
4. The **Operator** is not liable for loss of the **Owner** due to delay in slipping caused by events reasonably beyond the control of the **Operator**.
5. During a slipping the **Owner** agrees to comply with and observe all requests and directions of the **Operator** as to site and manner of vessel storage, prevention of fluids or objects escaping from a vessel and cleaning up and removal of waste as a result of works on a vessel or escape of fluids or objects.
6. The **Owner** is responsible for securing the vessel and its equipment and contents against theft and unlawful entry.
7. At the **Operators** discretion a vessel may not be re-floated until all fees owing to the **Operator** are paid and such fees are agreed to be a charge on the vessel until paid.
8. The **Owner** is responsible for securing all fittings and contents of a vessel against movement during a slipping.
9. Engines shall not be run during a slipping without the **Operators** consent and such consent may provide directions as to times of running and disposal of cooling water.
10. If the **Operator** has too clean up waste, fluids or other objects from a vessel the **Owner** agrees to pay the cost of a site cleaning fee.
11. The **Operator** accepts no responsibility for damage or loss of any property such as vehicles, tools or machinery belonging to vessel owners, their contractors or visitors. Any such loss or damage claims should be taken up with the vessels owner that may be the cause of such loss or damage.
12. The **Owner** is solely responsible for the safety and controls of persons employed by the Owner to work on a vessel subject to the overriding right of the **Operator** to control or order from the Park any such persons whose work is causing a nuisance or annoyance to the **Operator** or other persons.
13. Before a vessel is re-floated it is the **Owners** responsibility to ensure all hull openings are closed and that the vessel is seaworthy.
14. The **Owner** is responsible for damage to or loss suffered by other persons (to their property or person) as a result of works on a vessel by the **Owner** or his agents as a result of escape of fluids or objects from a vessel and indemnifies the **Operator** in respect thereof.
15. All contractors, tradesmen etc. must furnish a copy of their liability insurance prior to commencing work on the owner's vessel. It is the **Owners** responsibility to ensure that their contractor, tradesmen etc. supply such information.
16. The **operator** will furnish a list of preferred and conforming contractors should the **owners** make such request.
17. The **Owner** will carry out works on a vessel expeditiously and if they fail to do so (in the sole and reasonable opinion of the **Operator**) the **Operator** may re-float the vessel and have it removed from the park foreshore at the cost of the **Owner**.
18. The **Owner** agrees to pay the **Operators** slipping fees before re-floating of a vessel and if such fees are overdue for 2 months the **Operator** may, after period of 2 months notice to the **Owner**, sell a vessel by auction or private contract, take its fees and forward any balance to the **Owner**.
19. This contract remains in force from the stated date for any future lifts of the mentioned vessel whilst in the ownership of the Owner mentioned.

Signature _____