



Vessel Accommodation Agreement Terms and Conditions

By using the Vessel Accommodation you are agreeing to these terms and conditions.

Acronyms: VA = Vessel Accommodation, NV=Nominated Vessel & DoT= Department of Transport

1. Quiet Enjoyment

DoT will, except as provided in this agreement, allow the customer to quietly hold the VA and enjoy the rights granted to the customer under this agreement during the term without any interruption or disturbance from DoT, however:

- the customer acknowledges that any vessel moored in VA is entirely at the risk of the customer and DoT will not in any way be liable or responsible for any damage from any cause whatsoever, including negligence and regardless of who caused that damage, that any vessel may at any time sustain while in VA, nor will DoT be responsible for any loss or damage resulting from the theft of any vessel or any part, equipment or content of any such vessel while in VA;
- DoT will not in any way be liable or responsible for any injuries which the customer or any guest of the customer may sustain while in or about or upon VA or associated infrastructure;

2. Electrical, gas and insurance requirements

Refer to DoT publication *Electrical, Gas and Insurance Requirements for Transport Operated Maritime Facilities*.

3. Cyclone contingency plan

Customers who choose to operate their vessel in cyclone prone areas should be aware of the relevant DoT *Cyclone Contingency Plans*.

4. Live onboard requirements

Refer to DoT publication, *Live Onboard Policy*.

5. Use of VA

Except where specifically agreed in writing by DoT, the customer must not:

- use the jetty for any purpose other than for access to and from VA;
- use VA for any purpose other than mooring one NV;
- moor or permit to be moored any vessel other than the NV in the pen. Temporary use of VA by another vessel may be authorised by DoT subject to payment of fees; and
- use or leave any docking or berthing device other than mooring ropes within VA without the prior written consent of DoT;
- moor or permit to be moored in VA any vessel:
 - with an overall length which is greater than the length of VA; and
 - that is unregistered, dilapidated, unseaworthy or liable to sink.

6. Redesignation of vessel accommodation

The customer acknowledges that this agreement only gives the customer a right to use VA, but not any particular VA. DoT may at any time during the term, in consideration of the operational or maintenance requirements of facility, by notice in writing to or through consultation with the customer redesignate the VA as being another VA of similar size and type.

The customer must move the NV to the designated VA within seven days of receiving a notice from DoT.

7. Change of customer address

The customer must notify DoT in writing within seven days of any alteration to identity, address or telephone number.

8. Change to NV

The customer must not change the NV without the prior written consent of DoT.

9. Sale of NV prior to end of term

The customer must immediately notify DoT of any sale of the NV and acknowledges that the VA is not transferable with the sale of the nominated vessel.

10. No assignment

The customer must not assign, transfer, mortgage, charge, sub licence or otherwise part with the benefit of this agreement.

11. Repair and maintain VA

The customer must:

- at his/her cost maintain all mooring ropes in or to VA in a safe operational condition and in good repair;
- advise DoT of any damage caused to VA or associated infrastructure, by the collision of the NV. DoT will then arrange for the necessary repairs to VA or associated infrastructure to be carried out at the customer's expense and the customer must on demand pay DoT for the cost of those repairs;
- not make any structural change, alteration to or demolish any part of VA without the prior written consent of DoT.
- permit entry to VA by any DoT officer, authorised workmen or other person with or without plant, equipment and materials for the purpose of:
 - inspecting the state of repair of VA and to ensure compliance with this agreement;
 - remedying any breach of this agreement; and
 - executing any repairs to VA or associated infrastructure which DoT wishes to make.

12. Yield up

On the expiry or sooner determination of the term the customer must:

- yield up to DoT VA in a condition complying with this agreement;
- remove from VA and the jetty all property that is not a fixture and make good any damage caused by that removal;
- remove any vessel from VA; and
- return to DoT all security access keys and devices providing access to VA or associated infrastructure held by the customer.

13. Rubbish, pollution and jetty access

The customer must:

- keep VA and associated infrastructure clean and free from rubbish and must not deposit, discharge or leave

any rubbish waste or other material or article in VA or the surrounding waters, except in any rubbish containers which may be provided;

- remove all waste oil, drums, filters and batteries from VA to an appropriate site for disposal;
- do all things necessary to prevent pollution or contamination of the facility by garbage, refuse, waste material including human or animal waste, vessel maintenance products, petroleum products, oil and other pollutants whether by storm water or other run off or arising from the use of VA;
- not restrict access to the jetty;
- not leave any property or equipment including water hoses, electrical cords and uncoiled mooring lines on the deck of the jetty; and
- not leave vessel access steps on the jetty without the prior written consent of DoT.

14. Moor and operate vessel safely

The customer must ensure that:

- the NV is at all times safely moored within VA mooring envelope;
- any dinghy, raft or other vessel used in conjunction with the NV is at all times secured onboard the NV while moored in VA;
- the NV is at all times controlled by a competent and responsible person holding the required qualifications; and
- any damage caused to the facility or another vessel is reported to DoT.

15. Maintain security

The customer must:

- not make copies of security access keys and devices;
- secure any lockable gate after use; and
- ensure that only the customer and their guests have access to or use of those security access keys and devices for the purpose of gaining access to VA.

16. No advertisements, signs or notices

The customer must not affix to the NV or VA any advertisement, sign or notice and must not advertise for business verbally or by use of sound-producing equipment from the NV or VA without the prior written consent of DoT.

17. Comply with directions

The customer must comply with all reasonable directions and restrictions imposed by DoT or officer of the department.

18. No offensive activities and other restrictions

The customer and their guests must not:

- do any harmful, hazardous, offensive, anti-social or illegal act, matter or thing;
- behave in a drunk, disorderly or anti-social manner;
- do anything which causes nuisance, damage or disturbance to any other facility customer;
- obstruct the waterways of the facility by the NV, craft or any object;
- store on the NV any inflammable and / or combustible fuel except contained in tanks or lines which form a permanent part of a vessel or comply with all safety standards relating to the storage of marine fuel or other substances;
- refuel any vessel in VA;
- carry on any commercial business from VA without prior written consent of DoT;
- pump out the bilge or sullage tank of the NV into the waters of the facility;

- if the NV is a charter vessel, load/unload passengers from VA without the prior written consent of DoT;
- carry out any major repairs to the NV in VA;
- carry out any external maintenance to any vessel with non-biodegradable substances;
- hang any towel or clothing from the NV or VA;
- permit any animal to enter VA, without the prior written consent of DoT and then subject to the animal being under effective control at all times;
- fish from VA or NV;
- swim, dive within the waters of the facility without the prior written consent of DoT; and
- not interfere with any lighting on or in the vicinity of VA or associated infrastructure.

19. Removal of vessel in emergency

In the event of an emergency the customer must on demand by DoT immediately move the NV. If in an emergency the customer is unable to immediately remove the NV from VA, or if DoT is unable to contact the customer, or if due to the nature of the emergency DoT does not have time to contact the customer, then DoT may move that vessel and the customer indemnifies DoT and DoT's authorised representatives against all claims.

20. Storage of private equipment

The storage of private equipment including jinkers within the boat harbour is not permitted, unless prior approval is given by DoT Harbour Management. Gazetted fees and charges will apply.

21. Indemnity

The customer indemnifies the State of Western Australia and DoT against all claims, demands, losses, damages, costs and expenses for which DoT becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained resulting from an act or omission of the customer or caused or contributed to by the use or occupancy of VA, except to the extent caused or contributed to by the act or default of DoT.