

# TRAILER PARK SCHEDULE

## OWNER DETAILS

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Mobile \_\_\_\_\_  
 Home \_\_\_\_\_  
 Business \_\_\_\_\_  
 Email \_\_\_\_\_

Site \_\_\_\_\_

## VESSEL DETAILS

Boat Name \_\_\_\_\_  
 Length (overall) \_\_\_\_\_  
 Beam \_\_\_\_\_  
 Draft \_\_\_\_\_  
 Type \_\_\_\_\_  
 Design \_\_\_\_\_  
 Insurer \_\_\_\_\_  
 Insurance Expiry \_\_\_\_\_  
 Key Fee \_\_\_\_\_ **\$20.00**

Bond \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

I acknowledge receipt of a copy of the marina rules and terms of berth occupation and agree to be bound by such terms and rules. I further acknowledge that the vessel is currently insured and I must provide proof of such insurance.

\_\_\_\_\_  
 Signed \_\_\_\_\_ Date \_\_\_\_\_

I acknowledge I am the holder of the below credit card and any charges relating to berthage and/or marina costs may be charged to this card.

Card Type **Mastercard / Visa** Name \_\_\_\_\_ Expiry \_\_\_\_\_  
 Card # \_\_\_\_\_ Signed \_\_\_\_\_

## TERMS AND CONDITIONS TRAILER PARK

### 1. DEFINITIONS:

1.1 In these terms and conditions:-

"Boat" means the boat identified on the front page of this contract.

"Company" means Gulf Harbour Investments Limited or its nominee or assignees, and includes, where appropriate, its officers, agents and employees.

"Customer" means the Customer identified on the front page of this contract.

"Trailer Park" means commonly used lot situated at the marina and utilised for the storage of trailer mounted boats.

### 1.0 CHARGES & PAYMENTS

1.1 The monthly rental fee payable under the terms of this Agreement shall be subject to review by the Company and the rental varied following one month notice in writing to the Customer by the Company.

1.2 The customer shall pay the current rental to the Company by monthly payment in advance and subsequent payments shall fall due monthly in advance and must be paid by direct debit thereafter until this Agreement is terminated in accordance with clause 2.

1.3 The Customer shall be deemed to be in default of this agreement if the Company do not receive payment in advance of any rent payable hereunder within seven days of the due date for payment.

### 2.0 TERMINATION

2.1 Either party may terminate this agreement by the giving of one month's written notice to the other.

2.2 The Company shall be entitled to terminate this Agreement forthwith at any time in the event that they are prevented or restricted by regulation or otherwise from offering or maintaining the trailer parking facility.

2.3 If the Customer shall at any time be in breach of any of the terms and conditions of this agreement, then the right to occupy the allocated trailer park may at the Company's sole discretion be terminated.

2.4 Upon termination of this agreement, the Customer shall forthwith remove the boat, trailer, and all goods and effects.

### 3.0 TERMS & CONDITIONS OF USE

3.1 The Customer shall:-

a) Park the boat and trailer named in this agreement in the space allocated and shall not permit any other boat and / or trailer to occupy that space so allocated.

b) Keep the area adjacent to his boat clean and tidy.

c) Deposit all rubbish in the receptacles provided.

3.2 The Customer shall not:-

a) Make or permit to be made any noise or disturbance or perform any act which in the opinion of the Company in its sole discretion, may be an annoyance or cause a nuisance to any other person or body in and around the Marina.

b) Carry out or permit any work to be carried out on the Boat or on the trailer park between the hours of sundown and 7:00 am

c) Undertake or permit any work to be undertaken upon the boat or the trailer other than boat washing or minor maintenance without the express approval by marina management.

d) Carry out or permit to be carried out any painting or paint preparation or other works which may cause a nuisance or damage to other boats or vehicles.

e) Carry out any activity or permit any activity to be carried out which is in contravention of any governing legislation or Gulf Harbour Marina Health & Safety policies.

### 4.0 DEFAULT / BREACH OF A CONDITION OF CONTRACT

4.1 If the Customer shall be in breach of a condition or term of this contract which shall be continued for more than seven days after the Customer has been notified in writing of that breach, then the Company shall be entitled to remove the boat and trailer to a convenient place and shall contract for safe storage and the Company shall be entitled to payment for the cost of storage and insurance of the boat as agent for the Customer.

4.2 If any monies are owing under this contract, or the Customer be in default of a payment due for more than seven days, then the Company shall be entitled to seize the boat and shall, from the date of such seizure, have a general lien upon, and the right of retention of the boat so seized until all monies payable by the Customer have been paid in full.

4.3 If the monies owing remain unpaid for a period of 21 days after the Company shall have given notice to the Customer of seizure of the boat, the Company shall be entitled without further notice to sell the boat by auction or otherwise, together with any chattels situated on or in the boat, and the proceeds of such sale shall be first applied towards the expense of seizure and sale, secondly the payment of monies due to the Company and lastly the payment of the balance (if any) to the Customer.

4.4 If there shall be a deficiency of funds from any sale pursuant to the above clause to meet the costs noted above, the Company may proceed to recover such deficiency from the Customer in a summary manner.

4.5 The Customer indemnifies and saves harmless the Company from all claims, suits, and demands by any person or corporation in respect of the boat or any chattels seized and sold pursuant to this Agreement.

### 5.0 RISKS & INDEMNITIES

5.1 The customer acknowledges that the boat stored on the Trailer Park in accordance with this agreement, and any chattels in, or on or fixed to the boat shall not be deemed to be in the custody, possession or control of the Company in any manner whatsoever unless and until the Company exercises its rights of seizure and sale referred to in clause 4.2.

5.2 The Company shall not either directly or vicariously, nor shall any officer, agent, contractor or employee of the Company be liable in negligence or otherwise for any damage to, or theft or loss from Trailer Park or Marina howsoever occurring including, but without limiting the generality of the foregoing, loss or damage caused by the removal of the boat by any person not authorised by the Customer to remove it, whether such removal was permitted by the Company or not.

5.3 The Company shall not either directly or vicariously, nor shall any officer, agent, invitee, contractor or employee of the company be liable in negligence or otherwise for any injury, loss or damage sustained or, suffered by the customer, or any agent, employee, contractor, or invitee of the Customer or any other person on the Trailer Park or in or around the marina, or inside the adjoining Marina buildings howsoever such loss, damage, or injury may occur.

5.4 The Customer indemnifies and will keep the Company indemnified against all actions, suits, claims, debts, obligations, and other liabilities arising out of this agreement, or out of any act or omission, of the Customer, or the officers, agents, employees, contractors, or invitees of the Customer, and the Customer agrees to compensate the Company for any loss or damage to the Trailer Park, or of any of the boats or trailers in the Trailer Park, or to any other property, caused by or resulting from the acts or omissions of the Customer or its officers, agents, employees, contractors or invitees.

### 6.0 GENERAL MARINA RULES

6.1 The occupants of the Trailer Park shall be subject to the general rules of operation pertaining to the marina whilst in the confines of the marina. Copies of these are available at the administration office.

# DIRECT DEBIT AUTHORITY GULF HARBOUR INVESTMENTS LTD



NAME OF ACCOUNT
-----------------

ACCOUNT BE DEBITED: CUSTOMER (Acceptor) TO COMPLETE																					
<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>							<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>											<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>			
Bank	Branch Number	Account Number	Suffix																		

<b>AUTHORITY TO ACCEPT DIRECT DEBITS</b> (Not to operate as an assignment or agreement)
---

Authorisation Code <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">0</td> <td style="width: 20px; text-align: center;">3</td> <td style="width: 20px; text-align: center;">0</td> <td style="width: 20px; text-align: center;">3</td> <td style="width: 20px; text-align: center;">5</td> <td style="width: 20px; text-align: center;">2</td> <td style="width: 20px; text-align: center;">5</td> </tr> </table> (User Number)	0	3	0	3	5	2	5
0	3	0	3	5	2	5	

TO: The Manager,

BANK & BRANCH	
ADDRESS (PO BOX)	
TOWN/CITY	

DATE
------

I/We authorise you until further notice in writing to debit my/our account with you all amounts which - **Gulf Harbour Marina Ltd - Operations Trust Account** (hereinafter referred to as the Initiator) the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.  
I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

**INFORMATION TO APPEAR ON OUR BANK STATEMENT**

Payer Details	Payer Code	REFERENCE																													
<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">G</td><td style="width: 20px; text-align: center;">U</td><td style="width: 20px; text-align: center;">L</td><td style="width: 20px; text-align: center;">F</td><td style="width: 20px; text-align: center;">H</td><td style="width: 20px; text-align: center;">A</td><td style="width: 20px; text-align: center;">R</td><td style="width: 20px; text-align: center;">B</td><td style="width: 20px; text-align: center;">O</td><td style="width: 20px; text-align: center;">U</td><td style="width: 20px; text-align: center;">R</td> </tr> </table>	G	U	L	F	H	A	R	B	O	U	R	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">R</td><td style="width: 20px; text-align: center;">E</td><td style="width: 20px; text-align: center;">N</td><td style="width: 20px; text-align: center;">T</td><td style="width: 20px; text-align: center;">A</td><td style="width: 20px; text-align: center;">L</td><td style="width: 20px; text-align: center;"></td><td style="width: 20px; text-align: center;"></td> </tr> </table>	R	E	N	T	A	L			<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>										
G	U	L	F	H	A	R	B	O	U	R																					
R	E	N	T	A	L																										

NAME OF ACCOUNT: \_\_\_\_\_

AUTHORISED SIGNATURES:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED
0352
_____
09/97

BANK STAMP
------------

FOR BANK USE ONLY	Date Received	
Original - Retain at Branch	Recorded By	
	Checked By	

**CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS**

**1. The Initiator:**

- (a) Undertakes to give notice to the Acceptor of the commencement date, frequency and amount of at least 10 calendar days before the first Direct Debit is drawn (but no more than 2 calendar months). This notice will be provided either:
  - (i) in writing; or
  - (ii) by electronic mail where the Customer has provided prior written consent to the Initiator.

Where the Direct Debit system used for the collection of payments which are regular as to frequency, but variable as to amounts, the Initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date.

(b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

**2. The Customer may:**

- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this Authority by giving written notice prior to the Direct Debit being paid by the bank.

- (c) Where a variation to the amount agreed between the Initiator and the Customer, from time to time to be direct debited, has been made without notice being given in the term of 1(a) above, request the Bank to reserve or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator through the Initiator Bank, PROVIDED such request is not made more than 120 days from the date when the Direct Debit was debited to my/our account.

**3. The Customer acknowledges that:**

- (a) This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy, or other revocation of this Authority until actual notice of such event is received by the Bank.
- (b) In the event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to our/my account.
- (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except so far as the Direct Debit has not been paid in accordance with the Authority. Any other dispute lies between me/us and the Initiator.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with the Authority, the Bank accepts no responsibility or liability in respect of:

- (i) the accuracy of information about Direct Debits on Bank statements;
- (ii) any variations between notice given by the Initiator and the amounts of the Direct Debits.
- (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
- (f) Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.
- 4. The Bank may:**
  - (a) In its absolute discretion conclusively determine the order of priority payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given or drawn on the Bank.
  - (b) At any time terminate this Authority as to future payments by notice in writing to me/us.
  - (c) Charge its current fees for this service in force from time-to-time.

## CREDIT CARD AUTHORITY (as an alternative to direct debit above)

Card Type: Mastercard / Visa (delete one) *Sorry we do not accept Diners or Amex*

Card Number 

--	--	--	--	--

 - 

--	--	--	--	--

 - 

--	--	--	--

 - 

--	--	--	--

 Expiry 

--	--

 / 

--	--

I hereby give authority for Gulf Harbour Marina Ltd to charge the above card on or after the due date for charges due relating to marina berthage, annual charges or vessel charges. I acknowledge that my credit card details will be held, encrypted for this purpose until I request for them to be removed. At least 7 days written notice will be given prior to any charges to my card unless otherwise agreed. Invoice disputes must be raised within 7 days of notice to stop card charges.

Cardholder Name

Card Holder Signature

Date