

# BLAIRGOWRIE MARINA

## REGATTA BERTHING TERMS & CONDITIONS:

In these Conditions BYs means Blairgowrie Yacht Squadron Inc and capitalised terms are particularised in the Licence Details:

1. Under this Agreement BYs grants to the ORCV participant (the licensee) , a licence to berth the Vessel at Blairgowrie Marina 16/8/25.
2. All ORCV entrants (and where applicable all visitors and guests) must abide by this Agreement and the Blairgowrie Safe Boat Harbour Rules (which are published on the BYs website). Also, as Honorary Members of BYs for the duration of their stay the Licensee and any associated persons must abide by the Rules and By-Laws applicable to BYs Members whilst at the Club. A breach of this Agreement or the Rules or By-Laws may render the Licensee liable for fees or charges to remedy the breach and termination of this Agreement as BYs determines.
3. BYs may move the Vessel in the event of a storm, emergency or need for the Berth (for example a regatta or event hosted by BYs) without notice to the Licensee and at the risk of BYs.
4. The Berth described in this Agreement is not specific to this Agreement and BYs may re-allocate another Berth to the Licensee in its absolute discretion.
5. If the Berth is vacant at any time BYs may permit its use by another Vessel during the vacancy.
6. The Licensee is responsible for any damage to any part of the Blairgowrie Marina arising directly or indirectly from any act or omission of the Licensee or the Licensee's associates.
7. The Licensee agrees to hold BYs and its associates harmless and to indemnify BYs for any claims or liabilities arising directly or indirectly as a consequence of any act or omission by the Licensee or the Licensee's associates in the use of the Berth, Blairgowrie Marina or the Vessel.
8. The Licensee must at all times ensure that the Vessel strictly complies with all relevant specifications (including those included in this Agreement) and applicable Australian standards, and complies with the Blairgowrie Marina Rules, including those relating to the operations of Blairgowrie Marina and its use.
9. BYs gives no warranty of any kind whatsoever concerning the condition of Blairgowrie Marina or any of its components and does not accept any responsibility for any claims or liabilities or injuries, damage or loss of property occurring in or near Blairgowrie Marina from any cause whatsoever.
10. BYs will not be liable for any loss or damage to or for the care or protection of the Vessel despite any attempt made by BYs to provide care or protection. The Licensee must use and occupy the Berth, Blairgowrie Marina and the Vessel at the Licensee's own risk.
11. The Licensee must insure against loss or damage of any kind to Blairgowrie Marina or the Vessel or any persons or other property associated with the Licensee or the Vessel. Details of the Licensee's current insurance are attached to this Agreement and further proof of currency and particulars of the Licensee's insurance must be produced upon request by BYs.
12. This Agreement and the licence granted are not transferable and may not be sub-licensed without the consent in writing of BYs which may be withheld absolutely or given on conditions as BYs determines in its absolute discretion.
13. This Agreement provides to the Licensee a contractual licence to use the Berth and the relevant parts of Blairgowrie Marina only and does not create any tenancy or any other estate or interest whatsoever.
14. Amounts shown in this Agreement are GST inclusive or exclusive as stipulated. If GST is imposed on any supply made under this Agreement a valid tax invoice must be provided and GST must be paid by the person receiving the supply.
15. This document comprises the sole agreement between BYs and the Licensee subject only to any subsequent agreement in writing between them.
16. Both BYs and the Licensee must do all things reasonably necessary to give full effect to this Agreement and to ensure that their associates do likewise.