



# SMALL BOAT FACILITIES

## Application for Mooring

Port of Townsville Limited  
 PO Box 1031  
 TOWNSVILLE QLD 4810  
 Phone: (07) 4781 1500  
 Fax: (07) 4781 1525

### PART A - REQUIRED DOCUMENTATION

Please submit a copy of the following documents at time of submission:

- (a) Vessels current registration certificate
- (b) Vessels current insurance certificate
- (c) Proof of place of residence (i.e. recent electricity account etc.) \*;
- (d) Proof of identity (i.e. drivers licence, passport, etc.) \*; and
- (e) Commercial Marine Licence
- (f) Photograph of vessel.

\* Only to be submitted by RECREATIONAL VESSEL OWNERS.  
 \*\* Only to be submitted by COMMERCIAL VESSEL OWNERS

### PART B - APPLICANT DETAILS

#### Time Period

I, the undersigned, hereby apply to moor the below vessel at Port of Townsville Limited's Small Boat Facility in:

TOWNSVILLE MARINE PRECINCT – THE PRECINCT JETTY

- Quarterly rate – from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_
- Monthly rate – from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_
- Weekly rate – from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_
- Daily rate – from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Skipper  
Details

**Full Name:** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_  
 \_\_\_\_\_  
**Telephone/Mobile:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

Owner  
Details

**Full Name:** \_\_\_\_\_  
**ABN (if applicable):** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_  
 \_\_\_\_\_  
**Telephone/Mobile:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

### PART C - VESSEL DETAILS

**Name of Vessel:** \_\_\_\_\_

**Registration:** \_\_\_\_\_ **Fishing Symbol:** \_\_\_\_\_

**Length (m):** \_\_\_\_\_ **Height (m):** \_\_\_\_\_

**Draught (m):** \_\_\_\_\_ **Beam (m):** \_\_\_\_\_

**Fuel Storage Capacity:** \_\_\_\_\_ Litres of Petrol/Diesel **Hull Type:** \_\_\_\_\_

**Method of Propulsion:** \_\_\_\_\_

**Number of toilets:** \_\_\_\_\_ **Type (i.e. chemical):** \_\_\_\_\_

**Holding tanks:**  YES  NO

**Method waste/sanitary on vessel:** \_\_\_\_\_

**Is the vessel equipped with a Fire Extinguisher?**  NO  YES - If YES:

**How many:** \_\_\_\_\_ **Location:** \_\_\_\_\_

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## PART D – INSURANCE DETAILS

**Marine Hull Insurance details**

- a. Insurance Company: .....
- b. Marine Hull Insurance Policy Number: .....
- c. Expiry Date: .....

**Public Liability Insurance details**

- a. Insurance Company: .....
- b. Public Liability Insurance Policy Number: .....
- c. Expiry Date: .....

## PART E – METHODS OF PAYMENT

Please select one of the following payment options:

- Direct Debit** (Please complete the "Direct Debit Request and Service Agreement")
- Credit Card** (Please complete the "Authority to Process Credit Card Payments – Mooring Customers")

## PART F - NOTICE TO APPLICANTS

Port of Townsville Limited ("POTL") hereby brings the following to the notice of the above Applicant.

### 1. GENERAL

#### 1.1 Indemnity

- (a) The Vessel referred to in this Application shall at all times be moored at the risk of the owner or master.
- (b) The Applicant enters onto land or property owned by or under management and control of POTL entirely at their own risk. The Applicant agrees to hold harmless and indemnify POTL from any claims, damages, injuries, losses or liability however caused or arising from their use of the Small Boat Facility and associated facilities.

#### 1.2 Permit

- (a) Nothing in this Permit creates any tenancy, estate or interest in or over the Port and its facilities (including its moorings and associated facilities) and no right of exclusive possession or exclusive rights of any kind is created in favour of the Applicant under this Permit.
- (b) The Permit will be forfeited by the Applicant in the occasion that the Vessel has not moored at the mooring for more than six (6) months.
- (c) Upon expiry of the term of this Permit, nothing shall entitle the Applicant to extend a further term on the mooring until a formal application is granted by POTL in writing. POTL is entitled to grant a further permit (for any period at its absolute discretion) and on such terms and conditions as POTL considers fit.
- (d) If POTL considers it necessary to do so to ensure safety, security, operational efficiency and general expediency at its mooring facilities and compliance with the *Transport Infrastructure Act 1994* (Qld) or compliance with any other laws or industry standards, then POTL may upon formal notification to the Applicant at any time withdraw, suspend, reallocate, terminate or otherwise vary or modify any usage or access rights that are granted to the Applicant. If POTL exercises any of its rights under this clause then nothing will relieve the Applicant from liability to pay any mooring dues already accrued or incurred and nothing will entitle the Applicant to any compensation for any loss, damage, delay or inconvenience suffered.

### 2. OWNER'S OBLIGATIONS

#### 2.1 General Obligations

The Applicant and its associates must:

- (a) ensure that the Vessel is properly licensed during the term of this Permit. Current licences and permits must be displayed in accordance with all legislative requirements;
- (b) comply with all laws (including, without limitation, the *Environmental Protection Act 1994* (Qld), *Transport Operations (Marine Safety) Act 1994* (Qld), and the *Transport Operations (Marine Pollution) Act 1995* (Qld) and any associated regulations and protection policies), Port Operating Instructions, Port Notices and by-laws of POTL and with any lawful directions of Authorised Officers relating to the Vessel, any work undertaken on the Vessel whilst at the mooring, the Small Boat Facility and its use;
- (c) comply with any rules made by POTL in relation to the Small Boat Facility;
- (d) ensure that the Vessel is moored safely at the mooring and that it is properly attached to the bollards, mooring rings, mooring pins or stakes;
- (e) ensure its motor vehicles are parked only in the allocated parking areas at or near the Small Boat Facility;
- (f) place all rubbish in the receptacles that may be provided at the Small Boat Facility;
- (g) use the services provided at the Small Boat Facility (with the prior written consent of POTL) only for the purpose for which they were provided and intended and on an occasional, and not permanent, basis only;
- (h) notify POTL promptly by written notice of any damage caused to the mooring or the Small Boat Facility;

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- (i) reimburse POTL for all reasonable costs incurred by POTL in:
  - (i) repairing any damage to any part of the mooring unless the damage is caused by the wilful or negligent act of POTL; and
  - (ii) repairing any damage to the Small Boat Facility (excluding the mooring) caused by acts of the Applicant or its associates; and
- (j) comply, and ensure that any of its representatives comply with all requirements and recommendations of any government agency, POTL or any insurer in respect of fire safety in and around the Small Boat Facility;
- (k) notify POTL of any change of address or contact details within seven (7) days of the Applicant being aware of such changes;
- (l) provide POTL with new copies of the Required Documentation within seven (7) days of the expiration of the previous Required Documentation; and
- (m) if applicable, comply with any reporting requirements and directions given by the Australian Quarantine and Inspection Services, the Australian Customs and Border Protection Services or any relevant authority in connection with the Vessel's visit to the Small Boat Facility.

## 2.2 Prohibitions on Owner

The Applicant and its associates must not:

- (a) make any changes, alterations or additions to the mooring;
- (b) damage the mooring or the Small Boat Facility or anything on the mooring or the Small Boat Facility or injure any person in or around the Small Boat Facility;
- (c) exceed the load limits set by POTL Refer to POT 2132
- (d) do anything on the mooring or the Small Boat Facility which does or could annoy or offend POTL, other users of the Small Boat Facility or the occupants of any nearby premises;
- (e) moor, sail or manoeuvre the Vessel or any other vessel so as to cause a danger, impediment, obstacle, inconvenience or nuisance to other users of the Small Boat Facility, POTL or others;
- (f) obstruct any emergency access roads, service roads or service areas at the Small Boat Facility;
- (g) pollute or permit the pollution of the water at or adjacent to the Small Boat Facility or discharge into that water any poisonous, noxious, dangerous or offensive substance or thing. In particular, the Applicant must not discharge any sewerage or otherwise empty any latrines into the water at or adjacent to the Small Boat Facility or otherwise dispose of any rubbish, refuse, waste, garbage, oil, fuel or other materials whatsoever into that water;
- (h) store anything on the Vessel or at the Small Boat Facility which is dangerous, explosive or could increase the risk of fire at the Small Boat Facility unless approved by POTL;
- (i) reside on the Vessel or permit any other person to reside on the Vessel whilst it is moored at the Small Boat Facility;
- (j) engage in any fishing, swimming, diving or underwater activities within the water at or adjacent to the Small Boat Facility;
- (k) carry out major repairs, painting or refitting of the Vessel at the mooring or the Small Boat Facility without the prior written consent of POTL;
- (l) store, or allow to be stored, any property, gear or equipment under the control or direction of the Applicant at the mooring or on the Small Boat Facility without the prior written consent of POTL;
- (m) engage in any commercial enterprise on the Vessel (whilst it is moored at the mooring), the mooring or the Small Boat Facility without the prior written consent of POTL; and
- (n) sub-let, assigned or transferred the mooring without the prior written consent of POTL.

## 3. RIGHTS OF POTL

### 3.1 Right of Entry

- (a) POTL may with:
  - (i) employees, contractors and agents; and
  - (ii) all necessary materials, machinery and appliances,
 at all times enter upon the Small Boat Facility for all or any of the following purposes:
  - (iii) effecting alterations or repairs which are incumbent upon POTL by law or which POTL wishes to carry out for ensuring the safety and preservation of the mooring or the Small Boat Facility; or
  - (iv) inspecting, removing, installing, maintaining, repairing or altering POTL's property or the services.

### 3.2 Legal Proceedings

- (a) If the Applicant fails to pay the dues in accordance with the charges manual referred to below or the Applicant's Vessel is otherwise illegally moored at the Small Boat Facility, POTL is empowered to commence legal proceedings against the Applicant. POTL is also empowered under the *Transport Infrastructure Act 1994* (Qld), but is not limited to:
  - (i) Give directions to control the movement or mooring of vessels at a Port's facilities;
  - (ii) Take steps to move an illegally moored vessel where the owner cannot be found or else refuses to move the vessel;
  - (iii) Detain a vessel within its Port area as security for the recovery of outstanding charges payable in respect to that vessel;
  - (iv) Sell a vessel which has been detained for failure to pay the charges owing in relation to that vessel.
 Failure to comply with a Port Notice or direction of an Authorised Officer of POTL is an offence under the *Transport Infrastructure Act 1994* (Qld) and penalties apply.

### 3.3 Moving the Vessel

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- (a) POTL may, during the term of this Permit, :
  - (i) move the Vessel; or
  - (ii) direct the Applicant to move the Vessel; or
  - (iii) take any other action in relation to the Vessel (including the boarding of the Vessel), if POTL:
    - (iv) needs to do any work on the mooring or the Small Boat Facility; or
    - (v) considers the moving of the Vessel or the taking of the action is necessary for reasons of:
      - (A) safety or security of the Port;
      - (B) where such mooring will adversely affect POTL's operations; or
      - (C) cause environmental harm.
- (b) POTL will give the Applicant at least 14 days, and where practicable 28 days, notice in writing of its requirement to move the Vessel or take action unless there is an emergency or the movement is of a minor nature.
- (c) If POTL does require the Applicant to move the Vessel or if POTL moves the Vessel or takes action in relation to the Vessel:
  - (i) POTL may but is not obliged to provide an alternative mooring for the Vessel; and
  - (ii) POTL shall not be required to pay any compensation in relation to loss or damage suffered or incurred by the Applicant as a direct or indirect result of:
    - (A) the moving of the Vessel; or
    - (B) the taking of any action by POTL.

### 3.4 Force Majeure

- (a) In this Agreement, Force Majeure means act of God, strike, lockout or other interference with work, war (declared or undeclared) blockade, disturbance, lightning strikes, fire, earthquake, storm, flood, explosion, cyclone, action of the elements, mud slides, toxic, radioactive or chemical contamination, explosions, fires or other natural disasters.
- (b) POTL will not be liable for any loss or damage suffered or incurred by the Applicant or its associates caused or contributed to by a Force Majeure or any events or circumstances beyond POTL's reasonable control (such as extreme weather conditions, unforeseeable failure of historic structures or the actions of third parties not employed or contracted by POTL).
- (c) POTL specifically brings to the notice of the Applicant that the Small Boat Facility is not safe in heavy, cyclonic, flood or other abnormal conditions and in terms of tidal surge.
- (d) If either party to this Agreement whose performance of any obligation is directly affected or who has reason to believe its performance may be affected by any event of Force Majeure, that party must as promptly as possible:
  - (i) give notice of the occurrence of the Force Majeure to the other party in writing;
  - (ii) within 14 days of giving that notice also notify the other party in writing particulars of the Force Majeure and supply, if possible, supporting evidence; and
  - (iii) take all reasonable steps to make good and resume performance of the obligations affected by Force Majeure under this Agreement.
- (e) Either party has the right to terminate this Agreement if the Force Majeure continues for a period of six (6) months and prevents performance of the substance of this Agreement.

### 3.5 Rules

- (a) POTL may introduce rules relating to the use and management of the mooring or the Small Boat Facility which are not inconsistent with this Application.
- (b) POTL may amend such rules from time to time provided it gives to the Applicant reasonable prior notice of the proposed changes.
- (c) The rules and any amendments to them shall become effective when they are displayed on a notice board or other prominent place at the Small Boat Facility or once a copy of them has been provided to the Applicant.

## PART G – APPLICANT'S ACCEPTANCE

- a) I, the above applicant, certify that I have read and understood the contents of the above Application and notice by POTL; and
- b) I certify that the information provided and statements made by me are true and correct; and
- c) I have checked the mooring to be permitted and I am satisfied it suits the vessel named on the this application; and
- d) I agree to comply with the Port Notices and any lawful directions of Authorised Officers; and
- e) I agree to pay dues in accordance with the Mooring Charges Manual (<http://www.townsville-port.com.au>), as amended from time to time.

**Applicant's Name:** .....

**Applicant's Signature:** .....

**Date:** .....

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**PART H - OFFICE USE ONLY**

**Contract Number:** \_\_\_\_\_  
**Application Received By:** \_\_\_\_\_  
**Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**At the time of submission, has the Applicant provided:**

- |   |                              |                             |                              |
|---|------------------------------|-----------------------------|------------------------------|
| a. Vessel registration certificate                              | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| b. Vessel insurance certificate                                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| c. Proof of place of residence                                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| d. Proof of identity  | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| e. Commercial Marine Licence                                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| f. Photograph of vessel   | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| g. All applicable contact information                           | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| h. All vessel information ('Part C – Vessel Details')           | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| i. Payment Method (including form)                              | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| j. Acknowledged all terms and conditions of this mooring permit | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

**Mooring Fee:** \$ \_\_\_\_\_ **Key Deposit:** \$ \_\_\_\_\_  
**Payment date of Key Deposit:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **Key Number:** \_\_\_\_\_

**Mooring Number:** \_\_\_\_\_  
**Date of TechOne entry:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**PART I - FINANCIAL SERVICES UNIT (IF NEW CUSTOMER)**

**Customer Number:** \_\_\_\_\_ **Party Number:** \_\_\_\_\_  
**Contract Number:** \_\_\_\_\_  
**Application processed on:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**PART J – APPROVE/REFUSE**

**Approved**       **Refused**

**Permit approved/refused on:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Position:** \_\_\_\_\_

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