

Mast Gantry Consent Form

Customer Details:

Issued to:
(name of person controlling the work)

Contact Address:
.....

Contact Phone Number:

Company Name:

Email:

I hereby agree to abide by the Terms and Conditions listed overleaf
(signature)

Vessel Details:

Name of Vessel: LOA:

Type of Vessel: Yacht Launch Other

Hire Agreement Details:

The Hirer shall ensure that the **Mast Gantry Safe Working Load (SWL 300kg)** is not exceeded at any time. To maintain maximum Safe Working Load SWL300kg, the hoist rope (hook) must not be lowered below jetty deck level in order to maintain a minimum of 5 wraps on hoist drum at all times. In the interests of your personal safety please read the Terms & Conditions of Hire printed overleaf before operating the Mast Gantry.

Proposed Date of Hire:

Start Time:

Time Required:

Finish Time:

Description of the lift to be conducted:

Yacht Mast Stepping Engine Removal/Replacement Other

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.....
.....

Office Use Only:

Amount Charged: \$

Invoice No:

Mast Gantry Consent Form

If your work requires the use of the mast gantry must consult with the marina office and complete a Mast Gantry Consent Form before proceeding.

TERMS AND CONDITIONS:

1.0 DEFINITIONS

In these terms & conditions:

1.1 The "Owner" is the Auckland Maritime Foundation trading as Half Moon Bay Marina.

1.2 The "Hirer" is the person entering into this contract & where that person enters into this contract on behalf of another entity the expression includes that entity. This expression also extends to those claiming under him/her/it.

2.0 RESPONSIBILITIES OF THE OWNER

2.1 The Owner shall provide and maintain the public Mast Gantry to specified standards.

2.2 Inspections of the Mast Gantry by an independent qualified person (IQP) shall be undertaken at regular intervals.

3.0 RESPONSIBILITIES OF HIRER

3.1 The Hirer shall determine the condition & suitability of the Mast Gantry for the purpose required.

3.2 The Hirer shall ensure that the Mast Gantry Safe Working Load (**SWL 300 kg**) is not exceeded at any time. To maintain maximum Safe Working Load SWL300kg, the hoist rope (hook) must not be lowered below jetty deck level in order to maintain minimum of 5 wraps on hoist drum.

3.3 The Hirer agrees that the Marina's duly appointed staff shall be the sole judge in determining that the weather is suitable for Mast Stepping to be carried out. The Hirer agrees to cease work if requested to do so by any of the Marina's appointed staff.

3.4 Mast Rigging must not be stored on the Mast Gantry Pier or footpath. Clear access must be maintained to the area at all times. Storage of rigs may be arranged with the Marina office short term or Doyle Sails long term.

3.5 The Hirer agrees to remove all associated debris associated with the Mast Gantry Hire from the area and place in the receptacles provided.

3.6 Absolutely **NO PAINTING** permitted on the Mast Gantry Pier.

3.7 Only Safe Working practices to be employed whilst using the Mast Gantry. Personnel hoisted aloft must use a boson's chair.

3.8 **NO CHILDREN** permitted on vessel or Pier whilst stepping masts.

3.9 The Hirer shall accept full responsibility for the safe use of the Mast Gantry & indemnify the Owner for all loss, theft or damage resulting from the use of, however caused & without limiting the generality of the foregoing whether or not such loss, theft or damage is attributable to any negligence, failure or omission of the Hirer.

4.0 HIRE FEE

4.1 The Owner shall provide & maintain the Mast Gantry at nominal cost to the Hirer. Current rates available from the Customer Service office.

5.0 INDEMNITY

5.1 The Hirer hereby indemnifies and will keep indemnified the Owner against all actions suits claims debts obligations & other liabilities arising out of the Hire Agreement or his agents employees invitees and the Hirer agrees to compensate recompense pay indemnify and hold indemnified the Owner against any loss or damage to third parties property resulting from acts or omissions of the Hirer or his agents employees or invitees.

5.2 Nothing in this clause limits or restricts any rights or remedies that may be available to the Hirer as against the Owner, pursuant to the Consumer Guarantees Act.