



DATE: ____ / ____ / ____

NAME OF VESSEL:

OWNER'S NAME:

OWNER'S ADDRESS:

EMAIL:

POST CODE:

OWNER'S PHONE NO:

MOBILE:

SKIPPER'S NAME:

PHONE NUMBER:

LENGTH OVERALL:

TONNES:

EXPECTED DEPARTURE DATE

BERTHING LICENCE AGREEMENT – TASPORTS’ TERMS AND CONDITIONS

1. This licence grants You the right to:
 - (i) moor the vessel at the Hobart berth, or such alternative berth as advised by Tasports or its agents, in its absolute discretion; and
 - (ii) use walkways and waterways of the Hobart Port (including the Berth) to obtain access.
2. This licence is conditional that:
 - (i) You are in charge of the Vessel;
 - (ii) You have authority to enter into this agreement; and
 - (iii) You comply with all laws and Tasports’ reasonable directions, rules and instructions for the presence, use and berthing of the vessel, including any request to relocate the vessel to another location and/or vacate the Hobart berth on a specified date, irrespective of weather conditions or mechanical issues.
3. Tasports does not make any warranty of any kind in relation to the condition of any equipment, facilities, piers, walkways, gangways, ramps or mooring gear.
4. Tasports does not accept any responsibility for any claims or liabilities for injuries to

persons (including death) or damage or loss to property occurring at or upon the berth or any Tasports' land.

5. You acknowledge that You are acting entirely at Your own risk. Tasports nor its agents accept any responsibility or liability for loss or damage (howsoever arising) suffered by You or any other person.
6. Tasports is not liable for the care or protection of the Vessel (including gear, equipment and contents). You agree to use and occupy the Berth entirely at your own risk and on behalf of Your agents, contractors, invitees, visitors and/or guests.
7. You indemnify and keep indemnified Tasports against any claim, loss or damage or any breach of this agreement.
8. You will, upon request, pay Tasports the cost of repairing or replacing any property or facilities owned, controlled or used by Tasports and any loss or damage suffered by Tasports as result of act(s), omission(s) by You, Your agents, contractors, invitees, visitors and/or guests.
9. Should You breach any term of this agreement, immediate termination occurs by notice in writing by Tasports or by placing a notice on Your vessel.
10. Tasports has the right to impound Your vessel and enforce a lien until such amounts due under this agreement, with interest at a rate of 10% per annum, are paid.
11. You have no right to claim against Tasports on termination, and Tasports has the right to institute further proceedings for any claim against You or at your cost and expense remove the Vessel from the Berth and Port.
12. This agreement is governed by the law of Tasmania.

EXECUTED BY YOU:

Signature _____

(Print Full Name) _____