

CONDITIONS OF SLIPPING

THE OWNER agrees with Nelson Slipway Limited (“the Slipway Operator”) to use the Slipway Operator’s slipway facilities at Port Nelson known as The Small Slipway on the following Conditions.

A. TIME FOR SLIPPING

1. The Owner shall present the Vessel in readiness for slipping at the entrance to the Slipway at the time specified and (subject to the contrary provided herein) shall be entitled to leave the Vessel on the Slipway until the time for removal specified.
2. The Owner shall remove the Vessel no later than the time for removal specified and if the Vessel remains on the Slipway beyond such time the Owner shall pay for such extra time at twice the Daily Rate specified for Slipway use or occupation.
3. If the Vessel is not presented in readiness for slipping at the time specified:
 - a) the Owner shall forfeit any deposit paid; and
 - b) the Owner shall pay to the Slipway any loss or damage (including loss of income) suffered by the Slipway Operator as a result of such non-presentation of the Vessel:
 - c) the Slipway Operator may at its discretion slip another vessel or vessels and may in its discretion allocate another time for slipping the Vessel and in such event the Slipway Operator shall not be responsible for any loss or damage suffered by the Owner as a result of such reallocation;
 - d) in the event of a slipping being cancelled or postponed within 14 days of the due date a penalty of 10% of the total anticipated slip hire for the period booked may be imposed by the Slipway Operator.
4. If all repairs or works required to be done on the slipway are completed prior to the time specified for the removal of the Vessel from the Slipway the Slipway Operator may require the Vessel to be removed from the Slipway forthwith. The Slipway Operator shall be the sole judge as to whether the work requiring the Slipway has been completed. If the Slipway Operator requires the Vessel to be so removed from the Slipway then the Owner shall forthwith prepare the Vessel for unslipping.

B. WORK

5. The Slipway Operator shall slip the Vessel.

C. CHARGES AND PAYMENT

7. The Owner shall pay for slipping the Vessel at the rate specified or (in default of such specification) at the rates published by the Slipway Operator. In addition the Owner shall pay both the Contract Price for any other work and the appropriate charge for any Extras agreed to by the Slipway Operator.

8. The deposit shall be payable by the Owner to the Slipway Operator and no booking is deemed confirmed until the deposit is paid.
The following are payable as Extras; extra cost of overtime, tug services, diving services, wages and materials for blocking, cleaning, electricity, water and rubbish removal.
 9. The payment of the amount due for Slipway use and for all other work done shall be paid upon completion of the work and before the Vessel leaves the Slipway. If any payment is late then that payment shall bear interest at a rate equivalent to that which the Slipway Operator's Bankers would charge it for an overdraft (within agreed limits) plus 5% per annum to the intent that if the bank overdraft rate were 12% per annum the interest payable hereunder would be 17% per annum.
 10. If any moneys are not paid to the Slipway Operator forthwith upon completion of the work then the Slipway Operator shall be entitled to remove the Vessel from the Slipway and disable it and tie it up pending payment. Whilst the Vessel is held by the Slipway Operator pending payment wharfage at the Slipway Operator's published rates shall accrue on a daily basis and no person shall be entitled to access to the Vessel without the Slipway Operator's written consent and the Vessel shall be deemed to remain in the Slipway Operator's possession for the purposes of maintaining its lien.
 11. For the purpose of calculating the charges for Slipway use a day shall be deemed to be the 24 hour period starting at midnight (whether or not work is performed) and any part of a day shall be charged as a full day except that no daily rate shall be charged in respect of the day the Vessel is slipped.
A Levies and Administration charge of 10% of the total account (or such lower percentage as stipulated herein) will be made.
 12. Any equipment or materials placed on or incorporated in the Vessel as part of the work done by the Slipway Operator shall remain the property of the Slipway Operator until paid for and in the event of non-payment at the required time the Slipway Operator (and its employees and agents) are authorised to enter the Vessel and remove any such equipment or materials.
- D. EXTRAS
13. The Slipway Operator shall be under no obligation to carry out any work in addition to that specified in cl. 5 but the Slipway Operator may in its discretion agree to carry out such additional work if the Slipway Operator receives an appropriate order for such work.
- E. CONDITIONS FOR SLIPPING
14. The Slipway Operator may require the Owner to produce such plans as the Slipway Operator deems necessary prior to the slipping of the Vessel.
 15. The Owner shall permit the Slipway to be used for any other vessel or vessels at the same time as the Vessel if in the opinion of the Slipway Operator there is room on the Slipway for such other vessel or vessels.

16. The Vessel shall be conducted under the direction of the Slipway Operator whilst it is entering and leaving the Slipway.
 17. The Owner shall ensure that there is a sufficient number of officers and men on board the Vessel while being slipped on or launched from the Slipway for the purpose of assisting in putting the Vessel on and taking her off the Slipway and in assisting on board, and in storing and blocking up the Vessel, and attending to such orders as may be given by the Slipway Operator, and if, in the opinion of the Slipway Operator, the number of officers and crew be insufficient, he may refuse to slip or unslip the Vessel until the Owner provides such additional officers and crew as the Slipway Operator considers necessary.
 18. The Master or other person in charge of the Vessel whilst it is entering or leaving the Slipway or whilst it is in or upon the Slipway, shall attend to and obey the directions of the Slipway Operator as the case may be.
 19. The officers and crew of the Vessel shall render such assistance as may be required by the Slipway Operator in connection with the slipping operations of the Vessel but such officers and crew shall not be deemed to be for any purpose in the service or employ of the Slipway Operator.
 20. During the period between the time when a warp has been made fast to the Vessel by instruction of the Slipway Operator, the Vessel having been placed in position by and at the expense of the Master or Owner in line with the fairway and within six metres of the entrance of the Slipway, and until relieved by the withdrawal of such warp the Vessel shall be held to be under the control of the Slipway Operator, whose directions must be implicitly and promptly obeyed.
 21. The Owner shall ensure that the Vessel does not have any explosive material or any goods which have been declared to be dangerous goods in terms of the Explosives Act 1974 or the Dangerous Goods Act 1974 or any amendment thereof.
 22. If the Vessel has been carrying as cargo any fuel oil, petroleum, petroleum oil, petroleum spirit, or other inflammable oil, a Certificate of Test shall be provided to the Slipway Operator prior to slipping.
 23. No blasting (whether sand, grit, water or otherwise) and painting of any Vessel on the Slipway is to be done unless the prior written approval of the Slipway Operator has been obtained and such approval shall stipulate the Vessel, nature of work, and time within which the work is to be completed.
- F. CONTROL OF VESSELS ON SLIPWAY
24. No cargo, fuel, water, ballast or any other weights on board a Vessel on the Slipway shall be shifted without the written permission of the Slipway Operator.
 25. No sewage, garbage or refuse shall be left on the Slipway.
 26. No work shall be done on the Vessel before six o'clock in the morning or after six o'clock in the evening without the consent of the Slipway Operator.

27. The Vessel shall not be broken up, lengthened or scuttled on the Slipway without the written consent of the Slipway Operator and then only upon such terms as the Slipway Operator may determine.

G. LIABILITY

28. Nelson Slipway Limited, its servants, owners, directors, agents and or the operator of the Slipway shall not in any circumstance be liable whether in tort contract or otherwise for any loss or damage to or of the Vessel or any costs, claims, damages or expenses associated with or arising out of any such loss or damage to or of the Vessel (whether direct, indirect or consequential and the Owner accepts that the Vessel is slipped in accordance with the Conditions of Slipping at the Owners risk.
29. When the Vessel is being slipped or unslipped or is on the Slipway, the Slipway Operator grants the use of such Slipway staff and such equipment as it may have available.
30. Bilge-blocks will be provided by the Slipway Operator and if any of them are allowed to go adrift or to be lost, broken or damaged, the same shall be made good by the Owner of the Vessel occasioning the loss or damage. Any alteration of the position of the Vessel on a Slipway, shifting or taking out of blocks, whether at the request of the Slipway Operator or the Owner, shall be at the sole risk of the Owner of the Vessel.
31. The Slipway Operator shall take all reasonable steps to ensure that any work required by this contract shall be completed as quickly as possible provided always that the Slipway Operator shall not be responsible for any delay whether arising through the fault of the Slipway Operator or from force majeure, Act of God, industrial action, or otherwise.
32. The Vessel shall at all times remain at the risk of the Owner who shall insure the same.

H. MISCELLANEOUS PROVISIONS

33. This Agreement shall be interpreted and enforced in accordance with the Law of New Zealand.
34.
 - a) The expression "the Slipway Operator" shall mean Nelson Slipway Limited and its assigns. Any directions which the Slipway Operator may give in accordance herein may be given on behalf of the Slipway Operator by any employee of the Slipway Operator having apparent authority to make such directions on its behalf.
 - b) The expression "the Owner" shall include the Owner of the Vessel or the Owner's agent and the person from time to time having command of the Vessel. If this Agreement is signed by any person other than the owner, such person warrants that he has authority to sign this agreement for the Owner.