

## 2020-2021 DINGHY STORAGE APPLICATION & LICENCE AGREEMENT

(Including Centreboard Race Entry Fees)

Member No ..... Owner .....

Address .....

Phone ..... Mobile ..... Email .....

Dinghy Class..... Sail No ..... Boat Name.....

PLI Policy No ..... Expires ..... Insurer .....

Date Commencing..... Location.....

### TERMS AND CONDITIONS:

- A Storage Licence Agreement for Dinghies will apply from 1<sup>st</sup> September to 31<sup>st</sup> August each year, paid monthly via Direct Debit only (see Automatic Payment Form attached).
- Owners must provide 30 days' notice prior to termination of agreement.
- Current Third Party Liability Insurance must be maintained for all boats stored at MHYC.
- All 'Off The Beach' boats stored at MHYC must remain compliant with the current Australian Sailing Special Regulations Part 2.
- Preference will be given to *active\** sailing members.
- MHYC may require that boats be removed at any time by providing 14 days' notice.
- Boats will be allocated locations by the MHYC Discover Sailing Office and the club reserves the right to reallocate locations at any time.
- All boats must visibly display the supplied MHYC tags/stickers and be kept in their allocated location.
- Dinghy road trailers are not permitted except when loading or unloading.
- This is a multi-use facility and must be kept clean and common areas clear at all times.
- Each year, every member who uses the storage facility must be prepared to help clean up the facility including attending a designated day each year.
- Middle Harbour Yacht Club will not be liable for the security or damage to any stored boats and equipment. All equipment in storage is the sole responsibility of its owner.

*\*Active Sailing Member is defined by both participation in club programs/events and also personal sailing activity.*

### MHYC MEMBER CHARGES: *Inclusive of MHYC Centreboard Race Entry fees for the 2020-2021 Season*

Optimist.....	\$55/month
Laser .....	\$80/month
420 / 29er .....	\$100/month
49er.....	\$150/month

### NON MEMBER CASUAL STORAGE CHARGES (subject to availability):

Optimist.....	\$40/week	\$115/month
Laser .....	\$55/week	\$165/month
420 / 29er .....	\$70/week	\$205/month
49er.....	\$95/week	\$305/month

**\* Rates are effective from September 1, 2020 and include MHYC Centreboard Race Entry Fees**

**I agree to the above Terms & Conditions. Signed:**

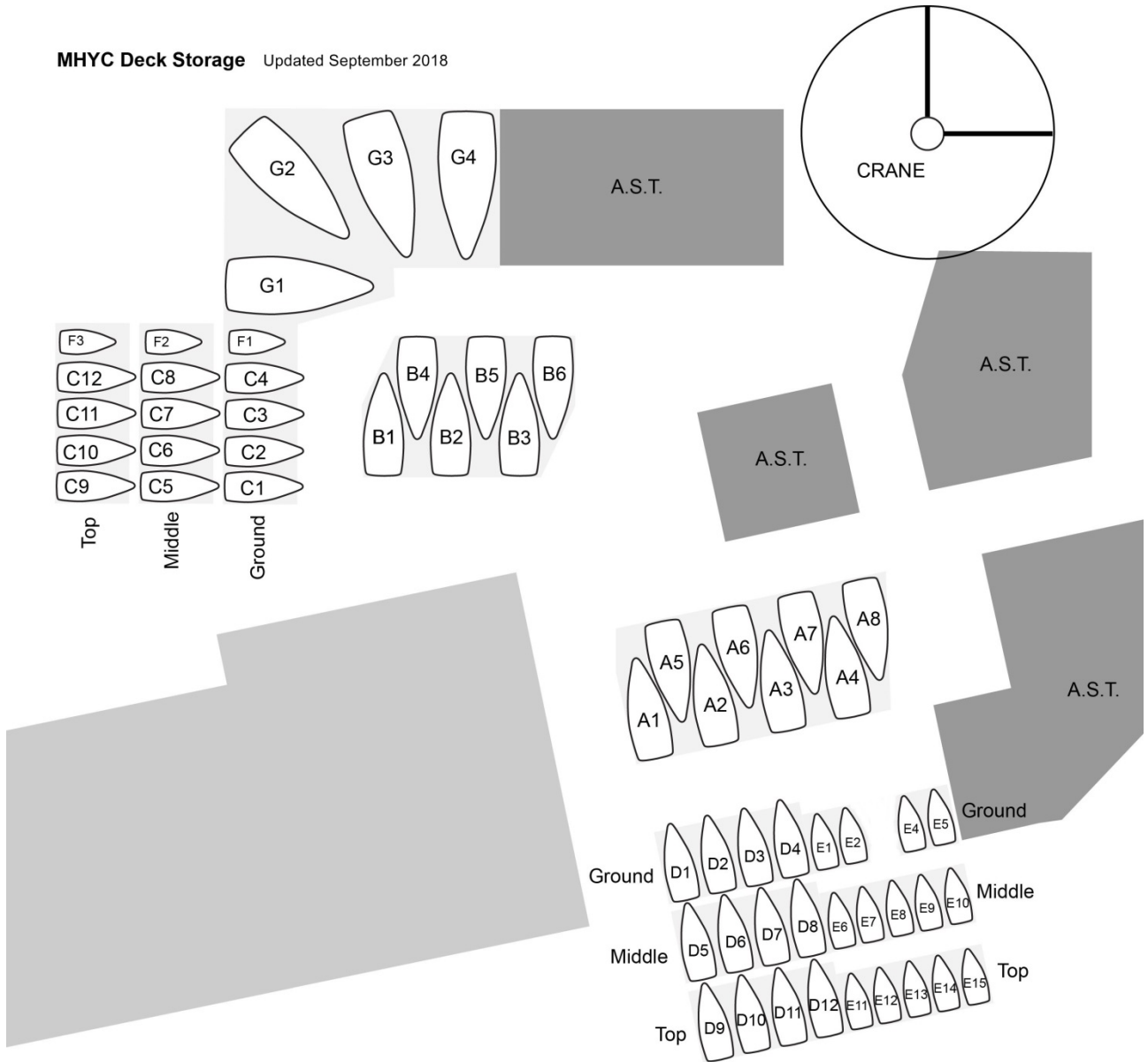
**Date: / /**

**Return Completed Form to:**

Middle Harbour Yacht Club Discover Sailing Office

PO Box 106 SEAFORTH NSW 2092 Email: [discoversailing@mhyc.com.au](mailto:discoversailing@mhyc.com.au)

**MHYC Deck Storage** Updated September 2018





MHYC

ABN: 95 000 248 877

**Request for Automatic Payment issued  
by Middle Harbour Yacht Club Ltd**

**Return to:** Middle Harbour Yacht Club  
PO Box 106 Seaforth NSW 2092  
**Fax to:** 02 9969 3326

Membership Number: \_\_\_\_\_

Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_  
(Or Company/Business Name)

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ Post Code: \_\_\_\_\_

Phone: (H) (\_\_\_\_) \_\_\_\_\_ (W) (\_\_\_\_) \_\_\_\_\_ (Mob.) \_\_\_\_\_

**Payment Schedule & Amount(s)**

Please Select Payment Frequency :  Monthly

**First Debit To Occur on** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ **First debit amount \$** \_\_\_\_\_

Then regular monthly debits of \$ \_\_\_\_\_ and / or the total amount due for the specified period to be paid on the first banking day of each period thereafter, until further written notice is given by me to Middle Harbour Yacht Club Ltd.

**Automatic Payment Options**

(please select your preferred payment option)

**Payment from your Bank Account (Direct Debit)**

Financial Institution: \_\_\_\_\_ Branch: \_\_\_\_\_

BSB Number: \_\_\_\_\_ Account number: \_\_\_\_\_

Account Name: \_\_\_\_\_

NOTE - Direct Debit is not available on the full range of accounts - if in doubt please refer to your financial institution

I/We request Middle Harbour Yacht Club to arrange for funds to be debited through the Bulk Electronic Clearing System (BECS) from the nominated institution account to pay my Middle Harbour Yacht Club Account(s), and/or the total amount billed for the specified period on the date due. You acknowledge reading the Automatic Payment Arrangement Conditions (printed overleaf) which incorporate the Direct Debit Request Service Agreement and its terms. Your payments will occur on the First Debit Date & First banking day of each month thereafter. **Unsuccessful debits will incur a \$35.00 Administration Fee "dishonour fee", in addition to the "Regular Debit Amount" for that period.**

**Payment by Credit Card**

**VISA**  **MasterCard**

Card Number: \_\_\_\_\_ CCV Number \_\_\_\_\_  
(Last 3 digits on back of card)

Expiry Date: \_\_\_\_ / \_\_\_\_ Card Holder Name: \_\_\_\_\_

(Please note: - Middle Harbour Yacht Club will appear on your credit card statement)

I/We request Middle Harbour Yacht Club to arrange for funds to be debited from the credit card specified above to pay my Middle Harbour Yacht Club Account(s), and/or the total amount billed for the specified period on the date due. I/We acknowledge reading the Automatic Payment Arrangement Conditions (printed overleaf) and agree to its terms. Your first payment will occur on the "First Debit Date & First banking day of each month thereafter". **Unsuccessful debits will incur a \$35.00 Administration Fee "dishonour fee", in addition to the "Regular Debit Amount" for that period.**

**This authority is to remain in force in accordance with the schedule above and the terms and conditions as described overleaf, and I / we have read and understand the same.**

Signature of cardholder or account holder

\_\_\_\_\_

Date

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature of joint account holder (if required)

\_\_\_\_\_

Date

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Automatic Payment Arrangement Conditions

I/We hereby authorize Middle Harbour Yacht Club (hereby known as "MHYC") to make periodic withdrawals from the Financial Institution specified above as described above. I/We request until further notice in writing, for MHYC to direct debit my/our account described above. These Automatic Payment Arrangement Conditions apply to you, and form part of your contract with Middle Harbour Yacht Club, if you agree to pay us by either:

- direct debit from your bank, credit union or building society account (in which case this is also the Direct Debit Request Service Agreement); or
- automatic payment from your credit card, (collectively referred to herein as an "**Automatic Payment Arrangement**").

### Middle Harbour Yacht Club commitment to you

MHYC may change the terms of the Automatic Payment Arrangement at any time, including varying the amount but will give you at least 14 days notice before we do so.

We will keep information relating to your nominated financial institution account, or credit card account, confidential, except where permitted by law or required for conducting direct debits or processing credit card payments with your financial institution or credit card provider and for a related query, dispute or claim. We will take reasonable steps to protect personal information held by MHYC against loss and against access, use, modification or disclosure that is unauthorised.

Each Automatic Payment will occur on the due date notified to you or if that day is a Saturday, Sunday or Public Holiday, the next following business day.

### Your Commitment to Middle Harbour Yacht Club

If you cease your account agreements for MHYC Membership, Marina, Moorings, Storage Facilities, your Automatic Payment Arrangement will be terminated, please note that 30 days written notice is required to terminate Payments.

It is your responsibility to:

- ensure your nominated account can accept direct debits through the Bulk Electronic Clearing System (if unsure, ask your financial institution, as direct debit arrangements are not available on some accounts) or nominated credit card is current and valid and the credit card details and cardholders name(s) are accurate. You are advised to verify account details against a recent bank statement and if uncertain you should contact your financial institution;
- ensure there are sufficient clear funds in your nominated account, or credit available on your nominated credit card, to meet the Automatic Payment on the due date; (unless otherwise notified, the due date will be the first day of each month) **Unsuccessful debits will incur a \$35.00 Administration Fee, "dishonour fee", in addition to the "Regular Debit Amount" for that period;** Direct debits normally occur over night; however transactions can take up to three (3) days depending on your Financial Institution.
- Advise MHYC if your nominated account is transferred or closed, or the account details change, and for your nominated credit card, advise MHYC of changes to the card details you provided to MHYC, including expiry or suspension or cancellation of your card;
- arrange suitable alternative payment method if the Automatic Payment Arrangement ends for any reason; and
- if you have chosen to pay by direct debit, ensure that all account holders on the nominated financial institution account (in the case of joint accounts), sign the Request for Automatic Payment form overleaf.
- I/We authorise the verification of my details of the above mentioned account with my/our Financial Institution.
- I/We authorise the Financial Institution to release information to verify the above mentioned account details.

You may be charged a fee by your financial institution or credit card issuer, in addition to MHYC Administration Fee "dishonour fee", due to failed or incorrect payment. You must still arrange for the payment to be made to MHYC.

### Your Rights

Subject to the terms and conditions of your Membership or Marina Licence Agreement (whether Marina & Mooring or Storage), you may cancel the Automatic Payment Arrangement by writing to us at Middle Harbour Yacht Club, PO Box 106, Seaforth NSW 2092.

MHYC requires minimum of 30 days written notice before the due date of a payment to:

- stop the Automatic Payment;
- suspend future Automatic Payments;
- alter any details on the Request for Automatic Payment form overleaf; or
- cancel the Automatic Payment Arrangement completely.

Any dispute arising from this or subsequent direct debits will be in the first instance directed to the Middle Harbour Yacht Club. Where you consider that an Automatic Payment has been initiated incorrectly, you should contact Middle Harbour Yacht Club, Accounts Department on 02 9969 1244.

### Other Information

The details of your Automatic Payment Arrangement are contained in the Request for Automatic Payment form overleaf. Middle Harbour Yacht Club require that your instructions to stop or in anyway alter the Automatic Payment Arrangement are given to us in writing or electronic form.

Middle Harbour Yacht Club may cancel the Automatic Payment Arrangement at anytime or if two consecutive Automatic Payments are dishonoured by your financial institution or credit card issuer, in which case you must arrange with MHYC an alternative payment method.

Your Automatic Payment Arrangement is also governed by the terms and conditions of your contract for Membership or Marina & Moorings Licence Agreement and or Storage Licence Agreement.

This authority shall be interpreted and enforced pursuant to the laws of the state of **NSW**.

The Financial Institution may, in its absolute discretion, determine the order of priority of payments by it if any monies pursuant to this request or any other authority or mandate. The Financial Institution may, in its absolute discretion, at any time by notice in writing to me/us terminate this request as to future debits.