

# Policies Whitianga Marina Society

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## **BERTH LICENSEES**

### **Alterations to berth**

There are to be no alterations or additions to the Berth or adjacent structures without the prior consent of the Society.

### **Vacate berth**

1. The Marina reserves the right to use a Berth in the case of an emergency and to require the Customer to vacate the Berth if necessary to allow urgent repairs to be carried out. In such circumstances the Marina will use reasonable endeavours, but shall not be obliged, to provide an alternative berth or mooring.
2. In extreme emergencies, the Marina reserves the right to take whatever steps it considers are required in its sole and absolute discretion, to promote the integrity and safety of the Marina.
3. The Marina reserves the right to require the Customer to vacate the Berth if necessary to facilitate construction, development, alterations, or maintenance within the Marina. In such circumstances, the Marina shall provide an alternative berth for the Customer to use.
4. Where the Marina has used reasonable endeavours to contact the Customer regarding a requirement to vacate the Berth, and the Marina staff are unable to contact the Customer, the Marina is entitled to remove the Vessel from the Berth and the Customer consents to the Marina doing all things necessary to affect such removal. The Marina may, at its discretion, charge the Customer for any costs that the Marina incurs in removing a Vessel pursuant to this clause.
5. The Marina shall not be liable to pay any compensation to the Customer in respect of any relocation pursuant to this clause.

### **Private rental or lease of berths**

1. The Berth Licensee may rent or lease their Berth privately subject to the prior consent of the Society which shall not be unreasonably withheld.
2. The Berth Licensee remains solely responsible to the Society in all respects for their private renter or lessee. This includes (but is not limited to):
  - All communication with the Society.
  - Compliance with all Society Constitution, Policies, Berth Licences, Rules and regulations.
  - Notification of inclusion / removal of Berth in rental pool.
  - Payment of all fees including power costs applicable to the berth.

### **Berth Rental Pool**

The Society operates a Berth Rental Pool which is available to all Berth Licensees.

Any Berth Licensee may advise the Society of the dates of the availability of their Berth to be included in the Berth Rental Pool.

A separate pool operates for each berth length. The Society has set the fixed rate for each berth length and the rate is reviewed annually.

On a monthly basis the Society will calculate the pool entitlements and credit the individual Berth Licensee's account.

The Society deducts and retains 20% plus GST of the total collected.

The entitlements are calculated as follows:

- The balance for each berth length pool (after the Society deduction outlined above) is divided by the "berth days" for each berth length pool. The "berth days" is the total of the number of berths in the pool for each day of the month.
- This gives the daily entitlement which is multiplied by the number of days a Berth Licensee's berth is in the pool to arrive at the sum credited to that Berth Licensee's account.

No ropes within the Berths are to be altered – renters are advised to use their own ropes if the existing ropes within the Berth are not suitable.

## **Z Pier**

All charter vessels should operate from Z pier which has been designated for commercial use. Any person wishing to purchase a berth on Z pier for recreational use shall be at the discretion of the Governance Committee. Likewise, any person wishing to operate a charter vessel from a recreational berth (other than Z Pier) must apply to the Marina Governance Committee for a one-year Permit renewable annually. This permit is only available to Berth License holders from their own berth.

## **VESSELS**

### **Vessel Insurance**

1. All vessels in the Whitianga Marina shall have adequate fully comprehensive Marine Vessel cover at all times.
2. The current insurance policy document or a Certificate of Insurance issued by an Insurance Company must be provided to the Marina Office. A copy will be held on file at the Marina Office and any subsequent renewal documents must be similarly provided.
3. Failure to comply with this policy will result in the vessel being required to leave the Marina until such time as the policy has been complied with.
4. Should the Berth Licensee fail to comply with this policy and refuse to remove the vessel the vessel will be removed from the Marina in accordance with Policy "*Removal of Vessel from berth*".

## **Power Connections**

1. As per AS/NZS 3004.1:2014 & 3004.2:201497, vessels that have supply connected to fixed wiring on board must be connected via plugs and sockets that comply with IEC 60309 or AS/NZS 3112, and be rated at or above 15 amperes.
2. The supply lead shall be in one continuous length (neither adapters nor joining plugs allowed) and in no case is the lead to be more than 25 meters long.
3. The supply lead shall be tested and tagged at intervals no longer than one year.
4. The Marina staff will disconnect any power leads which do not meet the Electrical Regulations. vessels wishing to connect to the marina power via the fixed wiring on board must display a current Electrical Warrant of Fitness and provide the Marina office with a copy of the certificate.
5. The usage will be invoiced as per the meter in the Permanent Power Outlet on the berth and is due for payment by the 20th of the month following the invoice date. The Berth Licence Holder is responsible for ensuring this is paid.
6. Failure to pay by the due date will result in the power to the berth being disconnected and interest will accrue at the rate of 15% per annum on a daily basis. Upon full payment including the charges for the disconnection and reconnection of the power and interest as above being received the power will be reconnected.
7. All berths are charged a Power Line & Availability fee which is fixed annually and invoiced with the Berth Licence Annual Fee and due for payment by the 31 July of the appropriate financial year.

## **Number of Vessels in a berth and maximum dimensions**

1. Strictly one vessel per berth unless prior arrangements made with Marina staff.
2. No part of any vessel moored in a berth shall extend beyond the dimensions of the berth in all directions.

## **Removal of Vessel from berth**

1. Where the Society is entitled to remove any vessel occupying the Berth because of default or breach of any of the Society's Constitution or Policies, by the Berth Licensee, his agents or any persons for whom the Berth Licensee is responsible:
  - (a) The Society may recover the cost of the vessel's removal from the Berth from the Berth Licensee.
  - (b) The Society shall not incur any liability under such circumstances.
  - (c) Where the Society removes any vessel in accordance with this Policy, it shall be entitled to a lien on such vessel for the costs of removal and storage.
  - (d) If the Berth Licensee fails to claim such vessel within a period of three months after the date of removal the Society may offer such vessel for sale. The Society may utilise the proceeds of sale:

- (i) In payment of all costs and expenses of an incidental sale; and
  - (ii) To recover the costs of removal and storage of such vessel; and
  - (iii) Subject to the lawful claims of any other persons, pay the balance of the proceeds of sale to the owner of such vessel.
- (e) The Society may (but shall not be obliged to) appoint a custodian for the care of such vessel pending any sale and the cost of doing so shall be treated as a cost incurred in the course of the sale.

### **Bio-security – vessels having excessive or unknown fouling**

1. Any vessel in the Whitianga Marina, must provide evidence of having had new antifouling applied to the vessel within six (6) months of the date of arrival or provide evidence of the vessel having been hauled out and the hull washed within one (1) month of the vessel's arrival. Dispensation of this policy is at the Staffs discretion.
2. Failure to provide such evidence will mean the vessel is unable to remain or enter in the Whitianga Marina until such time as the above requirements are satisfied.
3. Any vessel which, in the opinion of the Marina Staff or his/her representative, has excessive or unknown types of fouling will be directed to be hauled out for inspection and cleaning.
4. Refusal will mean immediate removal of the vessel from the Marina.

### **Use of dedicated visitor berths E42 / E43**

1. The dedicated visitor's berths are temporary berths only and are owned and operated by the Marina.
2. The charges for the use of the visitor's berths are set by the Governance Committee from time to time.
3. No vessel may stay on the visitors berth for more than two hours without permission of Marina staff.

### **Living aboard a vessel in the marina**

1. The owners of the live aboard vessel must comply in all respects with the Marina Constitution, and Policies. Failure to comply could mean the Governance Committee will require the vessel to leave the Marina within 24 hours.
2. The vessel's owners and family only to live aboard.
3. Vessels will be charged an additional live aboard fee, such sum as determined by the Governance Committee.

4. No animals to be kept on board.
5. The vessel must be maintained in a tidy condition.
6. The first four weeks, people are considered visitors, thereafter they are considered as live aboards. The owner of any vessel wishing to live aboard after the first four weeks must complete and sign the Society's Application to Live Aboard form.
7. The term for any live aboard is for 6 months in any 1 year, (the six months does not have to be continuous). The start date is to be from when they began living on the boat within the Marina. This term is to be at the discretion of the Governance Committee.
8. The number of live aboard vessels in the Marina at any one time shall be a maximum of five vessels.

## Control of vessels

1. No person shall moor, sail or manoeuvre any vessel in any manner which may create a danger, obstacle or inconvenience to other Marina users.
2. All persons responsible for any vessel in the Marina shall ensure at all times that all halyards, lines, ropes, rigging, sheets, fixtures and fittings are secured in such a way as to not create excessive noise.

## OTHER MARINA SERVICES

### Hardstand

1. All persons using or engaging with the travelift/hardstand are to:
  - a) Keep well clear of the Travelift when it is operating.
  - b) Notify the operator immediately if the vessel has unusual underwater design features or you have concerns as to the placement of the stops. Vessels are lifted to dock level to allow disembarkment. Persons are prohibited on board the vessel at any other time during the lifting process in the absence of operator instructions.
  - c) The vessel will be placed in a cradle or on blocks, often with additional props to support the vessel.
  - d) The operator shall not be requested to lift or store your vessel in any unsafe manner. E.g. place vessel at a higher level than operator recommends.
  - e) No props, or other supports shall be removed or shifted, nor any cradle arms or chains undone. The operator may be asked to do this.
  - f) The customer is to ensure only safe equipment used.
  - g) Climbing underneath the vessel keel is prohibited.
  - h) If the vessel motor is started on the hardstand area, a responsible adult must keep other people clear of the propeller and shaft.
  - i) Paint and paint trays are to be double banded.
  - j) Marina staff must be notified of any grinding, welding or cutting work. Adequate

covers must surround the job area.

- k) Dry sanding to be carried out only if encapsulated with an effective vacuum sander.
  - l) Disc sanding prohibited, unless agreed by Marina staff and the area is covered.
  - m) Use all equipment and facilities in a proper manner and in accordance with any requirements of the Marina and/or manufacturer.
  - n) Working at heights
  - o) No ladder to be used past a height of 1.2m. Provided ladder steps to be securely fastened to vessel.
  - p) A proper fixing clip point is required for work at heights or on hardtops.
  - q) Small scaffolding ladders are supplied by the Society at a safe working height of 1.2m. Hireage of other scaffolding available from marina office.
  - r) Ensure any sails (particularly self-furling) are secured to prevent from setting. Do not attempt to check/set sails while on hardstand.
  - s) The hardstand area immediately adjacent to the surrounding Vessel must be always kept in a clean and tidy condition.
  - t) Do not store supplies and materials, accessories, or debris in the hardstand area.
  - u) Cradle spaces are to be swept clean daily and hosed down prior to leaving.
  - v) Drop cloths to be used under boats to capture scrapings and paint sanding.
  - w) Deposit all garbage in the receptacles provided. Where the amount of waste to be removed from and around the Vessel is considered by the Society in its sole discretion to be unusually excessive, then the removal of this waste shall be at the customer's expense.
  - x) You must not dispose of vessel rubbish or pump bilge tanks into the harbour.
  - y) Waterblaster use:
    - It is prohibited to direct/point and activate a high-pressure outlet at any person or yourself.
    - Safety glasses and hearing protection recommended.
    - You must be over 15 years to use the waterblaster.
  - z) Sheds:
    - a) No 2 pack paint to be strayed in sheds.
    - b) Spray painting is only to be applied by an approved Society licensed contractor with an airless spray unit and complies with Health and Safety Work Act.
    - c) Be mindful that floor will be slippery when wet. (No jandals or crocks to be worn).
    - d) Turn off lights after use.
2. Work on hardstand area permitted from 7:00am to 8:30pm
  3. Vessels must be fully insured against loss or damage by fire, storm, tempest, typhoon, Act of God, explosion, public liability, and all other usual maritime risks the Society might require you to insure against. If no evidence of insurance is provided, the Society may arrange as they think fit and require you to pay the cost of it.
  4. The vessel must have adequate onboard fire prevention and firefighting equipment. Irresponsible use of firefighting equipment (including your own) is prohibited.
  5. Vehicles are permitted on hardstand for drop-off and pick-up of equipment only, unless prior arrangements made with Marina staff.
  6. Marina staff have authority to request work is stopped if they consider rules are not being



- followed or perceive a potentially dangerous situation.
7. The Customer must not cause annoyance or disturbance to other hardstand occupiers or to the Society, their employees, or agents. You must ensure anybody you invite or allow onto the Marina observes these requirements.
  8. The Society strongly recommends that children are not allowed on the hardstand area. If necessary, children must be kept under full-time supervision of a responsible adult other than any person working on or around the vessel.
  9. The Customer shall duly and punctually pay all charges when levied by the Society and in any event before the vessel is removed from the Hardstand. "No cash-no splash Policy".
  10. The Society reserves the right to review the charges for use of the Travelift and Hardstand area at any time without notice. The Society may charge you a fee of \$50 if you do not keep an appointment for use of the Travelift.
  11. Fees/rates are set by the Society and are published on the Marina website as well as in the Welcome to Whitianga Marina brochure available at the office.
  12. The Society will have a general lien on the craft for payment for any monies outstanding for Marina Services, Travelift, hard stand storage, or others. Accordingly, the Society may seize the craft until you have paid all outstanding monies. Notice of seizure will be given to the address you have stated on this agreement or the last known address. If monies remain unpaid for 21 days after that notice, the Society may without further notice sell the vessel by auction or otherwise. The proceeds of the sale will be applied first to the expenses of seizure and sale and secondly towards payment of the monies due to the Society. Any credit balance will be paid to you though the Society may proceed to recover any deficit balance from you. You agree to indemnify the society against any claim made by any third party in respect of the seizure and or sale. Nothing in this clause limits or restricts any rights or remedies that may be available to you against the Society pursuant to the Cusumer Guarantees Act.
  13. The Society may terminate this Agreement if you (or anybody you invite or allow onto the Marina) breaches or fails to observe or perform any of these conditions or fails to comply with any of the Societies Regulations. On termination, you must remove the vessel (including all goods and effects) from the Marina grounds. In default, the Society may seize and/or remove the vessel and arrange for it to be stored in which case you will be liable for storage, insurance, and incidental costs the Society may incur.
  14. Indemnity. You agree to indemnify and keep the Society indemnified against all claims, debts or other liabilities arising out of this agreement or any act or omission of you the customer or your agents or employees or invitees or licensees. You specifically agree to indemnify the society against any loss or damage to the Marina or slips or to any vessels in the precincts of the Marina, or to any other property which is damaged because of your, or your agents, employees, invitees, or licensees acts or omissions. Nothing in this clause limits or restricts any rights or remedies that may be available to you against the Society, pursuant to the Consumers Guarantees Act.
  15. Exclusion of liability and consumer Guarantees Act where acquisition is for business purposes. If a contractor acquires or holds themself out as acquiring marina services, facilities or goods under this agreement for business purposes, the Consumer Guarantees act does not apply and the following exclusions of liability provisions apply:
    - The Society will not (either directly or vicariously) be liable for any damage to or theft or loss of the vessel whilst in the Marina. Nor will the Society be liable for

any injury, loss or damage sustained or suffered by the customer or any person in the Marina howsoever arising, and including (but not limited to) injury, loss, or damage occasioned by the negligence of the Society or any of their agents or employees, or caused by the use of removal of the vessel or property by any person not authorised by the Customer, whether such use of removal was permitted by the Society or not.

16. If you fail to make any payment to the Society on the due date, you will pay interest on the amount owing at the rate of 15% per annum calculated on a daily basis until payment is made in full. This clause is without prejudice to any other rights or remedies of the Society.
17. Compliance with Public Acts and Regulations. You must at all times comply with the requirements of the Waikato Regional Council including any By-law, the General Harbour Regulations 1968, the Marina Pollution Act 1974, the Water Recreation Act 1980, the Resource Management Act 1991, Health and Safety in the Employment Act 1992, the Ships Registration Act 1992, and all other relevant authorities, Act, Regulations and by-laws.
18. The Society shall be entitled to deliver up the vessel from the hardstand area to you or any persons producing this agreement, or any persons with your written authority, or any person offering satisfactory evidence of ownership of rights to possession of the craft.
19. All accounts incurred for Travelift and Hardstand services must be paid in full before the vessel is launched or removed from the Marina or Hardstand area. The Berth Licensee will have 20 days from the date of launching of the vessel to pay the account.
20. Berth Licensees are entitled to a discount (as set by the Governance Committee) on their Travelift, water blaster and hardstand charges. All berth licensee's may nominate one vessel per berth to receive applicable discounts.

## **Boat Launching Ramp**

1. Boat Launching Ramp Permits are issued annually for that financial year (1 August – 31 July). The annual fee will be reviewed annually by the Governance Committee.
2. Payment of the prescribed Boat Launching Ramp User fee entitles the Boat Launching Ramp User to use the Marina Boat Launching Ramp to launch and retrieve one trailer boat. Any security card will remain active whilst the holder remains current financially and does not have any unpaid fines or unresolved Notices of Breach.
3. The vessel normally using the Boat Launching Ramp is to be designated and display the current Boat Launching Ramp Permit.
4. Misuse of the security access card such as passing on to another person or multiple launching will result in the deactivation of the security card and cancellation of the Boat Launching Ramp Permit.
5. Vehicles and trailers are not to be parked inside the Hardstand area.
6. The Boat Launching Ramp User may not assign, sublet, charge, transfer, loan or otherwise dispose of or part with the Boat Launching Ramp Permit.
7. If the Boat Launching Ramp User no longer requires their Boat Launching Permit then it is relinquished to the Marina Society. The key and security access card must be returned to the Marina Society.

8. The Boat Launching Ramp User agrees to comply in all respects with Constitution and Policies of the Whitianga Marina Society Incorporated.
9. All boats, trailers and vehicles entering the Marina area and using the Boat Launching Ramp must have a minimum of current third party insurance.
10. The permit holder uses the Marina Boat Ramp entirely at their own risk. The Society shall have no liability in respect of any damage or loss suffered by the user or by the Boat arising from the use of the ramp.
11. A maximum speed of 3knots inside the Marina basin, and a maximum of 3kph on the Marina hardstand.
12. The permit holder and their invitees must recognise that the hardstand area is designated a Dangerous Work Place, and should be treated as such. The Marina Travelift has right of way at all times.
13. By accepting the Boat Launching Ramp Permit, the Boat Launching Ramp User (the "User") indemnifies the Society against all claims from the use of the Marina Boat Launching Ramp by the User, the User's employees, agents or invitees.
14. Restricted to 250 including 35 Secure Trailer Park Users.

### **Secure Trailer Park**

1. Licences to Occupy the Secure Trailer Park are issued for a specific Park Number to the named Licensee who becomes the Secure Trailer Park User.
2. Payment of the prescribed Secure Trailer Park Licence fee entitles the Secure Trailer Park User to store boats, towing vehicles and associated boat trailers within the allocated Secure Trailer Park space.
3. The Society shall review the Secure Trailer Park Fee annually and such reviewed fee along with the Society Membership fee shall be invoiced to the Secure Trailer Park Licensee by the end of June each year.
4. Payment in full of the reviewed Secure Trailer Park Fee and the Society Membership fee is to be made before the commencement of the financial year – 01 August.
5. If payment in full is not received before 01 August, the Secure Trailer Park Licence to Occupy will be cancelled as well as the associated security access.
6. Security cards will remain active whilst the holder remains current financially and does not have any unpaid fines or unresolved Notices of Breach.
7. The Licensee will be issued with one key for access into the enclosure. The key is not to be copied or attempted to be copied.
8. The Secure Trailer Park User may use the Marina Boat Launching Ramp to launch and retrieve one trailer boat.
9. The vessel normally using the Secure Trailer Park and Boat Launching Ramp is to be designated and display the current Boat Launching Ramp permit.
10. As security is a priority for the Secure Trailer Park it is essential that once the yard is unattended the gates are locked shut and the key for the gate padlock removed.
11. The Secure Trailer Park User agrees to comply in all respects with the Constitution and Policies of the Whitianga Marina Society Incorporated.
12. The Secure Trailer Park Licensee may not assign, sublet, charge, transfer, loan or otherwise dispose of or part with the Secure Trailer Park Licence to Occupy.

13. If the Secure Trailer Park User no longer requires their Secure Trailer Park Licence to Occupy then it is relinquished to the Marina Society and their key and security access card must be returned to the Marina Society.
14. All boats, trailers and vehicles entering the Marina area and using the Secure Trailer Park must have a minimum of adequate current third party insurance.
15. The Secure Trailer Park User uses the Secure Trailer Park entirely at the Secure Trailer Park User's risk in every respect.
16. The Secure Trailer Park User and their employees, agents and invitees must recognize that the Southern Reclamation tar-sealed area including the Hardstand is designated a Dangerous Work Place, and should be treated as such and, as well, the Marina Travelift has right of way at all times.
17. The Society shall have no liability to the Secure Trailer Park User or any other person in respect of any damage or loss suffered by the Secure Trailer Park User arising from the use of the Secure Trailer Park. All vessels are stored at the owners risk.
18. The Secure Trailer Park User shall indemnify the Society against all claims arising out of the Secure Trailer Park User's or the employees, agents or invitees of the Secure Trailer Park User's use of the Secure Trailer Park.
19. All proposed work (other than minor) to be undertaken on vessels in the Secure Trailer Park must be referred to the Marina staff for approval before commencement of work.
20. The owner and/or his or her contractor agree to cease work if requested by any of the Marina's Management or appointed staff.
21. The Owner agrees to indemnify the Society against all claims, debts, loss or damage caused by the Owner or their agents or employees, to the Marina or slips, or to any craft in the precincts of the Marina.
22. Spray painting of boats is not permitted in the Secure Trailer Park.
23. Grinding of any sort in the Secure Trailer Park is not permitted.
24. Only minor TIG welding may be carried out in the Secure Trailer Park and only with the permission of the Marina staff. All other types of welding are not permitted.
25. The owner or their agents or employees must ensure that any work carried out on a vessel in the Secure Trailer Park does not cause any form of contamination of any type to the water, other vessels in the Secure Trailer Park or the Secure Trailer Park.

## **Berth Rentals**

1. These terms apply to all persons who rent berths at Whitianga Marina that are in the Marina Society Rental Pool or owned by the Society.
2. It is the Customers responsibility to read and understand the Agreement. Failure to do so does not exempt the Customer from any liability to the Marina. From the earlier of the date on which the Customer signs the Berth Rental Agreement, and the date on which the Customer accesses the Berth, the Customer will be deemed to have accepted and will be bound by the Agreement terms and conditions.
3. The full agreement and the terms of the license between the Whitianga Marina Society Inc and the Customer are contained within:
  - The Berth Rental Agreement
  - The Berth Rental Terms and Conditions

- The Whitianga Marina Society Constitution and Policies.
4. The Marina Society may vary the Agreement (or any document comprising the Agreement) by written notice to the Customer, provided such variation is reasonably required to manage the Marina in a safe, effective, and commercially sustainable manner, and the same variation is applied to all customers of the Marina who occupy a Berth. Any variation will take effect five (5) working days after the notice.
  5. This Agreement does not constitute permission to live aboard. If the vessel's owner wishes to live aboard for more than four (4) weeks, they must enter into a separate "Live Aboard Agreement" with the Society.
  6. The Agreement shall start from the Start Date and remain in effect until the earlier of:
    - The End Date;
    - The date it is terminated by either party giving ten (10) working days notice to the other party; or
    - The date it is terminated by the Marina staff in accordance with Rental Fee Clause
  7. Rental will be for a maximum term of one calendar month.
  8. The Customer agrees to pay the Rental Fee to Whitianga Marina Society as invoiced prior to entry into the Marina. Shortened stays will not be credited unless it meets the details described under the Term Clause.
    - If the customer fails to pay any money owing to the Society by its due date, the Society may claim a lien over the Applicants vessel. In exercising its rights under the lien, the Society may remove the vessel from the water and store it until the Society is paid all the monies due and owing to the Society, including the Society's standard costs of cradle storage and to transport the vessel to and from the water. The society will not be liable for any loss or damage whatsoever (including any consequential loss of damage) to the vessel or suffered by the applicant or any third parties while the vessel is in the Society's possession. The rights contained in this clause are without any prejudice to any other rights which the Society has to recover outstanding debts.
    - The customer agrees that their vessel and any property brought into the Marina are fully insured against loss or damage by fire, explosion, storm, tempest, typhoon, earthquake, accidental damage, burglary, Act of God, and all other usual maritime risks.
  9. The Customer shall ensure that any invitees comply with the Terms of the Agreement and all relevant bylaws, rules, regulation and legislation.
  10. The Customer shall not assign, sublet or authorise any other person to use the berth.
  11. The Customer has the right, together with other users of the marina, to use the common waterways, walkways and facilities.
  12. The Customer may rent for a fee a security key from the Marina for their period of stay. The key will provide access for the customer to the ablution block and to the Marina berths after hours. The security key is the responsibility of the customer.
  13. The vessel and any other property brought into the Marina by you and/or your invitees are at all times your own responsibility, and while located at the Whitianga Marina remain solely at your own risk.
  14. The Whitianga Marina is not liable for any loss, damage or injury, occurring within the marina to any property (including the Vessel) or persons, however it may arise, and even if it is caused by, or attributable to the Whitianga Marina.
  15. The Customer identifies the Whitianga Marina against all loses, damages, expenses and claims incurred by it that result from, or are caused or contributed to by, your use of your

Berth, the Vessel and/or the marina, and/or any of their invitees' acts or omission (in each case including breaches of these Terms and Conditions)

16. The Customer must provide the Whitianga Marina with their current residential and postal address or addresses and contact phone numbers, an any changes to those contact details.



## CONTRACTORS

1. Contractors must hold a Contractor's Licence to work on boats at the Whitianga Marina before they commence work at the Marina.
2. All contractors applying for a Contractor's Licence are to apply at the Marina Office.
3. To hold a Contractor's Licence the contractor must:
  - (a) Be experienced in the marine trade in which they wish to work
  - (b) Have a minimum of five million dollars (\$5,000,000) of public liability insurance and full Ship Repairers Insurance - copies of the above insurance showing they are current are to be provided to the Marina Office. Copies of subsequent renewals are also to be provided.
  - (c) Undergo an induction to the Marina which includes understanding the Rules and Policies of the Marina. Such induction will be signed off by the Marina Staff on completion. Any employees (as defined by the Inland Revenue Department) of the Contractor are to undergo the induction to the Marina.
  - (d) Abide by the Marina Constitution and Policies and have read and signed the Emergency Procedures.
  - (e) Conduct their business so as not to bring any disrepute whatsoever to the good name of the Whitianga Marina, and other contractors.
  - (f) Pay a sum, as shall be set from time to time by the Governance Committee, to hold a Contractor's Licence.
  - (g) Have an up to date Safety and Health Policy. Such policy must be produced for viewing by the Marina Management when requested.
4. Any person other than a marine trades person working at the Marina are to be as an employee (as defined by the Inland Revenue Department) of the specified Contractor.

Such persons may not be Contractors to the Marina.

5. All unskilled labour employees must be supervised at all times by a suitably qualified person.
6. Any breach of the above may result in the forfeiture of the Contractor's Licence.

## MISCELLANEOUS

### Code of Conduct

1. All persons shall at all times respect and comply with the Marina Constitution and Policies and conduct themselves in such a manner so as to not bring the Marina into disrepute, or breach Health and Safety regulations.
2. These Policies along with the Marina Constitution collectively comprise the Code of Conduct.
3. Any form of aggressive, threatening, or abusive behaviour by any Members and/or their associated persons towards anyone on the Marina or in any area under the control the Whitianga Marina Society will not be tolerated and constitutes a breach of the Code of Conduct.
4. Any unlawful act, including the use or selling of any form of illicit substance on any area comprising part of the Marina by any Members and/or their associated persons is strictly prohibited and constitutes a breach of the Code of Conduct.

### Fuel

5. The transfer of fuel from containers to vessels at any other than the designated Fuel Berth is strictly prohibited.
6. Diesel and Petrol may only be transferred to vessels via the Marina's fuel pumps on the Fuel Berth, except by prior Marina staff agreement if fuelling on the hardstand is required.
7. All standard precautions must be observed whilst refuelling.
8. Marina fuel cards may be purchased. Invoices will be issued on the 1st of month with payment made via direct debit on 17th of the same month.

### Rubbish, recycling, pollution

1. There shall be no discharge or disposal of any sewage, garbage, oil, fuel or other material into the Marina waters or on the Marina.
2. All rubbish is to be sorted and deposited in the appropriate recycling bins provided by the Marina at both the northern and southern ends of the Marina, and hardstand.

### Swimming in the Marina

1. There shall be no swimming, diving or engaging in any other underwater activities within the Marina, unless approved by the Manager before commencing. This includes professional divers carrying out bio-security or maintenance checks on behalf of the Marina.

## **Dogs within the Marina**

1. All dogs while within the Marina are to be on a suitable leash and under the control of their owner or person responsible for them. Any “deposits” are to be promptly removed and cleaned up.

## **Children within the Marina**

1. Children under the age of twelve (12) years are not to enter the Marina unless accompanied by an adult.