

Terms and Conditions

Dos and Don'ts



1. Keep well clear of the Travelift when it is operating.
2. Notify the operator immediately if the vessel has unusual underwater design features or you have concerns as to the placement of the strops. 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.
3. The vessel will be placed in a cradle or on blocks, often with additional props to support the vessel.
 - Do not ask the operator to lift or store your vessel in any unsafe manner. E.g. place vessel at a higher level than operator recommends.
 - Do not remove or shift any props, or other supports, nor undo any cradle arms or chains. You may request the operator to do this.
4. The customer is to ensure only safe equipment used.
5. Climbing underneath the vessel keel is prohibited.
6. If you start the vessel motor on the hardstand area, a responsible adult must keep other people clear of the propeller and shaft.
7. Paint and paint trays are to be double banded.
8. Marina hot work permits must be obtained prior to any metal grinding, cutting, or welding.
9. Adequate covers must surround the job area.
10. Dry sanding to be carried out only if encapsulated with an effective vacuum sander.
11. Disc sanding prohibited.
12. Use all equipment and facilities in a proper manner and in accordance with any requirements of the Marina and/or manufacturer.
13. Working at heights
 - Small scaffolding ladders are supplied by the Society at a safe working height. No other ladders to be used without Marina Staff approval.
 - A proper fixing clip point is required for work at heights or on hardtops.
13. Ensure any sails (particularly self-furling) are secured to prevent from setting. Do not attempt to check/set sails while on hardstand.
14. The hardstand area immediately adjacent to the surrounding Vessel must be always kept in a clean and tidy condition.
15. Do not store supplies and materials, accessories, or debris in the hardstand area.
15. Cradle spaces are to be swept clean daily and hosed down prior to leaving.
15. Drop cloths to be used under boats to capture scrapings and paint sanding.
15. 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.
15. You must not dispose of vessel rubbish or pump bilge tanks into the harbour.
15. 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.
 - Full head-to-toe covering while using Society waterblaster
16. Sheds:
 - Spraying: Only to be applied by an approved Society licensed contractor with an airless spray unit which complies with Health and Safety Work Act. Power must be disconnected at fusebox. Equipment must be located outside of the building during application. No 2 paint to be used.
 - Be mindful that floor will be slippery when wet.
 - Turn off lights after use.
17. Clothing
 - Closed footwear to be worn. No jandals or crocs.
 - Personal Protection Equipment (PPE) to be worn on hardstand.
18. Sub-contractors.

If you are employing contractors to work on your vessel, they must be inducted and approved by Whitianga Marina Staff. It is vessel owners responsibility to ensure contractors have the correct insurance cover (liability insurance of no less than \$5m and ship repairers insurance)

1. Work on hardstand area permitted from 7:00am to 8:30pm
2. 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.
3. The vessel must have adequate onboard fire prevention and firefighting equipment. Irresponsible use of firefighting equipment (including your own) is prohibited.
4. Vehicles are permitted on hardstand for drop-off and pick-up of equipment only.
5. Marina staff have authority to request work is stopped if they consider rules are not being followed or perceive a potentially dangerous situation.
6. 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.
7. 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.

Definition

In these terms and conditions

1. **Society/Marina** means the Whitianga Marina Society Incorporated.
2. **Boat/Vessel** means vessel identified on the front page of the agreement and includes any tackle, goods, gear, machinery or other property on it.
3. **Customer** means the customer identified on the front page of this agreement.
4. **Owner** means the party in which the legal title to, and the right of exclusive possession of the Nominated Vessel is vested.
5. **Hardstand area** means the area utilised by the Society for the storage of vessels and for the lifting of vessels into and out of the water for cleaning, spray painting, and other repair and maintenance work.
6. **Operator** means the Whitianga Marina Society staff member operating the travelift machine.

Charges, Payment, and Termination

1. 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".
2. 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.
3. 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.
4. The Society will have a general lien on the craft for payment for any monies outstanding for Marina Serves, 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 Customer Guarantees Act.
5. 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.
6. 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.
7. Exclusion of liability and consumer Guarantees Act where acquisition is for business purposes. If you acquire or hold yourself 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 d(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.
8. 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 12% 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.

Other matters

1. 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.
2. 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.
3. Entry by Customer as Agent
 - 3.1 If the Customer is not the Owner of the Vessel, the Customer warrants on a continuing basis and undertakes to the Society:
 - a. They are entitled to enter into and perform its obligations under this Agreement as the authorised agent of the Owner
 - b. All Services and Contractor Works will be carried out with the full knowledge and consent of the Owner; and
 - c. The terms of this Agreement are legally binding, and are enforceable by the Society, against the Customer and the Owner.
 - 3.2 The Customer shall, if requested, provide the Operator with evidence reasonably satisfactory to the Operator that the warranties set out in clause 3.1 are true and accurate. A signed letter from the Owner confirming the matters set out in clause 3.1 would satisfy these requirements. However, the Operator is entitled to rely on the warranties given by the Customer under clause 3.1 and nothing in this clause shall be construed as compelling the Operator to make any inquires of the Customer or Owner in respect of such warranties.
 - 3.3 The Customer indemnifies and holds harmless the Operator in respect of all and any actions, proceeding, claims, suits or demands against, or Losses incurred by, the Operator arising from a breach of any of the warranties or undertakings in clause 3.1.