



MARINA RULES

These Marina Rules have been established to provide for the efficient and harmonious operation of the Marina and for the safety of all users of the Marina.

In these Marina Rules:

- a reference to "**Berthholder**" means any person entitled to use and occupy a berth in the Marina, whether as a Licensee, a sub-licensee, a renter, or otherwise.
- a reference to "**Marina Manager**" means the Licensor, or any person appointed by the Licensor to act as Marina Manager.
- where the Berthholder is a Licensee, nothing in these Marina Rules shall limit that Licensee's obligations under the applicable Licence, which shall prevail over these Marina Rules if there is any inconsistency between them.

1. Use of Facilities

The Berthholder may use the power, water and other services and utilities provided for the benefit of the Berthholders in the Marina ("Services") in common with other Berthholders and persons authorised by the Marina Manager on an occasional basis only. If the Berthholder requires more regular use of any Services then such use shall be subject to the prior written approval of the Marina Manager which may make an extra charge to cover the costs of providing such Services. The Berthholder shall:

- a. not use any Services for a purpose for which they were not designed; and
- b. utilise only appropriate fittings which comply with all relevant codes and regulations.

2. Car parking & Bicycle Storage Facilities

To the extent that any car parking or bike storage facilities are made available to Berthholders from time to time, the Berthholder shall:

- a. Only use those car parks that are designated for use by Berthholders.
- b. Not use any car park or bike storage facility to store a vehicle, trailer or a bicycle permanently or on a substantially continuous basis for more than one week without the prior consent of the Marina Manager.
- c. Use the car parking and bike storage facilities (as applicable) at its own risk, acknowledging that the Marina Manager is not responsible for any loss or damage to any vehicle or bicycle parked at the Marina area (or to any property in or attached to a vehicle or bicycle).
- d. Not use the car park for advertising without prior written approval of the Marina Manager.

The Marina Manager reserves the right to remove and store at the owner's expense any vehicle or bicycle that is parked in breach of the Marina Rules.

Unregistered and/or unwarranted vehicles or trailers are prohibited from the Marina car park.

A and B Pier Berthholders are permitted to the use of one car park per berth in the designated A and B Pier car park area. A current Marina parking permit must be displayed in the vehicle when parking in this area. The Marina Manager does not guarantee to the Berthholder that a car park will be available for use at any time.

3. Fire Hazards & Emergency Equipment

The Berthholder shall not do anything in the Marina which creates a fire hazard or which may contravene the regulations or bylaws of any authority having jurisdiction over the berth or the Marina (including any local government body). The Berthholder shall not use any emergency

equipment including fire extinguishers, fire hoses and life rings supplied by the Marina Manager for any purpose other than an emergency situation.

4. Rubbish & Recycling

The Berthholder shall not deposit any rubbish or other pollutant in any part of the Marina other than in the receptacles provided. The Berthholder should use the recycling facility provided. The marina waste and recycling facilities are provided for the use of boat generated waste and recycling only.

5. Notice of Defects/Damage

The Berthholder shall promptly notify the Marina Manager or Marina security on becoming aware of any defect or damage to the Marina. Any costs incurred by the Marina arising from any negligence of vessel owners will be charged to the boat owner concerned. In the event of an accident whilst manoeuvring in the Marina which involves damage to another vessel or personal injury, no matter how small, the incident must be reported to the Marina Manager or Marina security immediately.

6. Berth Size

The overall length of your vessel must not exceed the maximum length of the berth you are occupying. No part of any vessel shall overhang the pier finger, measured to the extremity of the attached pile.

7. No Storage or Obstruction on Marina

The Berthholder shall not permit or allow any property, gear or equipment under the control or direction of the Berthholder to be stored on or in the Marina area, including the carpark, walkways, fingers or foreshore thereof without the prior written approval of the Marina Manager. The Berthholder shall not obstruct any entrances to or exit from the Marina or any access ways within the Marina, including not obstructing access for any person to the Structures.

8. Alteration to Berth or Structures

The Berthholder shall not alter or modify or permit the alteration or modification of the Berth or other structures within the Marina.

9. Fenders & Accessories

Only fendering systems and other berth accessories approved by the Marina Manager can be used.

10. Mooring Lines

The Berthholder shall use a full set of adequate mooring lines for the purpose of berthing vessels occupying the berth. Mooring lines are the Berthholders responsibility to maintain and replace as required. Should, in Marina Manager's opinion, any vessel not be moored correctly, or the mooring lines are not in good repair, such steps as deemed necessary to ensure the safety of the vessel shall be taken, and charge any cost involved to the vessel owner. Should the mooring lines prove to be inadequate, no liability shall attach to the Marina Manager. The use of shackles, chain or thimbles attached to the marina is prohibited.

11. Vessel Condition

Any vessel or any other personal equipment within the marina complex which in the opinion of the Marina Manager, constitutes a hazard, or a health menace, or a danger to public safety, must be corrected or removed immediately by the owner. It is the Berthholder's responsibility to ensure that the vessel is kept in a seamanlike manner structurally, mechanically and meet biosecurity hull requirements. Vessel's deck fittings are of sufficient strength and suitable design at all times to keep the vessel secure in the berth.

12. Use of Vessel

The Berthholder may use the berth only for berthing the nominated boat whilst the nominated boat is used for recreational boating purposes. The Berthholder may, with the prior written approval of the Marina Manager, use the Berth for berthing a charter boat or a commercial boat.

13. Control of Vessels in Marina

The Berthholder shall not moor, manoeuvre or navigate any vessel within the Navigation Area so as to create a danger, impediment, obstacle or inconvenience to any other vessel. No sailing permitted in the Marina.

14. Vessel Security

The Berthholder shall take all reasonable steps to protect any vessel occupying the berth and vehicles and any other property on the Marina site from theft and vandalism and shall keep all hatches and other openings secured when such vessel is not in use.

15. Emergency Access

In the event of any emergency, the Marina Manager is authorised to enter a vessel, move a vessel or make necessary repairs to ensure safety of all persons, marina structures and/or the Berthholders vessel or any other vessel. Provided the Marina Manager has acted carefully in exercising its rights and powers under this clause, the Marina Manager shall not be liable for any damage to the vessel arising from the Marina Manager exercising any of those rights and powers.

16. Refuelling

All refuelling shall be carried out only at the fuel pier and all refuelling shall be in compliance with the Resource Management Act 1991 (as amended from time to time).

17. No Pollution of Marina

The Berthholder shall not pollute or permit the pollution of the Marina or discharge into the Marina or its waters, any poisonous, noxious, dangerous or offensive substance or thing and in particular shall comply with the provisions of the Resource Management Act 1991. In particular (but without limiting the foregoing), the Berthholder shall not:

- a. Allow the discharge of any cleaning fluids or chemicals into the water of the Marina;
- b. Carry out any hull cleaning activities within the Marina otherwise in accordance with the Marina Manager's reasonable directions as stipulated from time to time.
- c. Discharge any sewage or otherwise empty any latrines, marine toilets or heads into the Marina (a sewage pump out facility is provided for this) or otherwise dispose of any garbage, oil, fuel or other material whatsoever on or in the Marina except into containers or other receptacles designed for that purpose that may be provided by the Marina Manager. The failure of the Marina Manager to provide such containers or receptacles shall not derogate from the Berthholder's obligations under this provision. Contaminated bilges must not be discharged into the Marina.

The Berthholder must not do anything (or omit to do anything) that will compromise the Marina's "New Zealand Clean Marinas" environmental accreditation requirements.

18. Dangerous Goods

The Berthholder shall not store or bring within the Marina motor spirit, petroleum products, fuel, oil, liquefied petroleum gas, compressed natural gas, kerosene or goods of a similarly dangerous or similarly inflammable nature without the prior approval of the Marina Manager, provided that nothing within this rule shall prevent the Berthholder from carrying small quantities of fuel, in safe containers, as is reasonably required for recreational purposes.

19. Height Restrictions

Airport Authorities have established regulations governing heights of boat/vessel masts. The Berthholder shall ensure that such regulations are complied with at all times. Kites and Drones are not permitted within the Marina airspace perimeter without prior approval from the Marina Manager.

20. Boat Repairs/Maintenance

Refit work is not permitted in the Berth. This includes welding, gas cutting, disc sanding, grinding and spray painting. A hardstand area has been provided for repairs and maintenance.

- 21. Shore Power Connections**

To connect to shore power, the vessel must comply with relevant New Zealand Electrical Standard and Regulations and best practices as specified by the Marina Manager.
- 22. No Wake Zone**

The wake of all vessels operated inside and within 200 metres outside of the marina vicinity must not cause nuisance or damage to vessels, berths and their occupants. Vessel speed is limited to the safe manoeuvring speed of 5 knots or less.
- 23. Vessel Insurance**

All Berthholders must retain sufficient, full insurance and provide copies as per the terms and conditions of the Berth Licence and specified by the Marina Manager from time to time.
- 24. No Noise Nuisance**

The Berthholder shall ensure that all halyards, lines, ropes, rigging, covers, dodgers, bimini hoods, dinghies and sails on the nominated boat while berthed in the Marina are secured so that they shall not create any noise or nuisance. The Berthholder shall not create a nuisance through parties or the use of television, radio, musical instruments or apparatus or any other form of sound reproduction, and shall otherwise keep all noise to a minimum at all times.
- 25. Control of Visitors**

The Berthholder shall ensure that the Berthholder's guests, invitees and other people accompanying the Berthholder comply with the terms of the Licence and the Marina Rules. The Licensee is responsible for any breach of the Marina Rules, even if the breach was caused by a guest, invitee or other visitor of the Berthholder. The Berthholder shall not permit or allow any children for who the Berthholder is responsible, being children under the age of 13 years, to enter into the Marina unless accompanied by an adult.
- 26. No Living on Board**

The Berthholder shall not live on board any vessel at the Berth or permit anyone else to do so unless the Berthholder has obtained the prior written approval of the Marina Manager (which approval may be withheld or declined at the Marina Manager's sole discretion). Any such approval will be and remain conditional on the Berthholder doing all things required by the Marina Manager in connection with such approval, including without limitation entering into and complying with the Marina Manager's living on board rules (as may be amended by the Marina Manager from time to time) and agreeing to comply with any other terms and conditions that the Marina Manager may impose from time to time (including providing a security bond on terms acceptable to the Marina Manager, if requested). For the purpose of this clause, the expression 'living on board' shall mean sleeping overnight on the vessel for two consecutive nights or more. Without limiting clause 31, no pet shall be permitted to live on board a Nominated Boat with a Berthholder without the prior written approval of the Marina Manager.
- 27. No Unlawful activities**

The Berthholder shall ensure that no unlawful activities are conducted from, or on, the Nominated Boat or the Berth.
- 28. Alcohol**

Alcohol can be consumed in the Marina on private vessels or licensed premises only.
- 29. No Swimming or Water Activities**

Swimming, paddle boarding, diving or any other water sports within the Marina is prohibited.
- 30. Fishing & Whitebaiting**

Fishing is totally forbidden from all the floating structures, except for the southern attenuator. Whitebaiting is forbidden.

31. Animals

The Berthholder shall not permit any animal in the Berthholder's control to enter or remain in the Marina unless properly restrained and provided it does not disturb other persons or property. The Berthholder shall be responsible for promptly cleaning up any fouling caused by any pets brought to the Marina by the Berthholder or any crew or guests.

32. Emergency Contact

The Marina Manager must be advised of any changes of address, contact phone numbers, emails and vessel details in order to contact an owner or representative who has access to the vessel in the event of an emergency.

33. Bicycles, Skateboards, Scooters, Rollerblades

The Berthholder shall not ride bicycles, skateboards, scooters, rollerblades or motorcycles on the piers or floating structures.

34. Contractors

The Berthholder shall be responsible for ensuring that any contractor invited into the Marina by or on the behalf of the Berthholder or any of its invitees registers with the Marina Manager and successfully completes any required induction course (including without limitation in accordance with the Marina Manager's health and safety policy) before commencing any works within the Marina.

35. Signs & Advertising

Advertising, distribution of circulars, pamphlets or soliciting is not permitted on any vessel or carpark within the Marina complex. No "FOR SALE" signs may be posted on any vessel or structures, or any other signs posted or erected without the express written approval of the Marina Manager.

36. Laundry

Hanging laundry out on your vessel is strictly forbidden.