

TERMS AND CONDITIONS OF TAURANGA BRIDGE MARINA LTD

1. DEFINITIONS

- 1.1 "Berth" means the berth in the Marina described in the Berth Rental Agreement.
- 1.2 "Berth Rental Agreement" means:
 - (a) a written berth rental agreement between Tauranga Bridge Marina Limited and a Berth Occupier; or
 - (b) any other berth rental agreement, booking, rental arrangement or other written or electronic arrangement relating to the right to occupy or use a Berth, including:
 - (i) a berth rental between Tauranga Bridge Marina Limited (or Marina Management) and a Sub-renter approved under clause 6; and
 - (ii) any Private Rental arrangement between a Berth Occupiers and renters (including where administered, facilitated or recorded by Marina Management).
- 1.3 "Berth Occupier" means the person or entity named in a written Berth Rental Agreement.
- 1.4 "Commencement Date" means the start date specified in the Berth Rental Agreement or the date that Services commence, whichever is the earlier.
- 1.5 "Facilities" means the foreshore areas, parking areas, driveways, landscaped areas, toilets, launching ramps and other facilities constructed or placed on, or in, the Marina area.

"Long Term Occupier" means a Berth Occupier occupying a Berth for a Term that is more than seven days.
- 1.6 "Marina" means the relevant facility operated by Marina Management and in which the Berth Occupier is keeping a Nominated Vessel, which facility includes the Structures, access ways, facilities and services.
- 1.7 "Marina Management" means the body appointed to run the Marina business and to bind the Marina in its legal affairs and includes its successors and assignees.
- 1.8 "Marina Rules" means the rules established by Marina Management as published and updated by Marina Management from time to time.
- 1.9 "Nominated Vessel" means the vessel specified in the Berth Rental Agreement or any other vessel nominated by the Berth Occupier by notice in writing to Marina Management.
- 1.10 "Private Rental" means any rental, licence, sharing or similar arrangement between renters or berth occupiers for the occupation or use of a Berth (or part of a Berth), which must be notified to and approved by Marina Management and recorded in the Marina's booking system, but under which Marina Management is not a party and does not collect or process any private rental payments.
- 1.11 "Services" means any services, facilities, goods or other chargeable items provided, arranged or supplied by or on behalf of Marina Management in connection with the Marina or a Berth, including (without limitation):
 - (a) power, water and other utilities (including sewage, pump-out and similar shore services);
 - (b) motel-style services, and room rentals;
 - (c) labour for Marina employees;
 - (d) work boat services;
 - (e) marina accessories;
 - (f) services relating to any incident, crash, damage or repair at the Marina (including damage to Structures or other vessels).
- 1.12 "Structures" means the breakwater, fingers, jetties, fuelling jetty, loading jetty, piles and other structures constructed or placed on or in the Marina area.
- 1.13 "Term" means the period commencing on the Commencement Date and ending on the Termination Date.
- 1.14 "Termination Date" means the end date specified in the Berth Rental Agreement, or a date specified in a notice to terminate this agreement giving the required written notice period as described in the Berth Rental Agreement and/or when use of the Services or the Facilities ceases (as applicable).
- 1.15 "Short Term Occupier" means a Berth Occupier occupying a Berth for a Term of less than seven days.
- 1.16 "Sub-renter" means any person or entity approved by Marina Management to occupy or use a Berth under a subletting arrangement (including under clause 6), whether the subletting is between Marina Management and the sub-renter or between a Berth Occupier and the sub-renter as administered by Marina Management.
- 1.17 "Working Day" means any day of the week other than:
 - (a) Saturday, Sunday, a public holiday or regional holiday in Tauranga, New Zealand; and
 - (b) a day in the period commencing with 24 December in any year and ending 5 January in the following year.A Working Day shall be deemed to commence at 8.00am and terminate at 6.00pm.

2. APPLICATION OF TERMS

- 2.1 These terms and conditions apply to the use of any Services provided by Marina Management, whether to a Berth Occupier, Sub-renter or any other person.

3. BERTH RENTAL

- 3.1 Marina Management grants a Berth Occupier that has satisfactorily completed a Berth Rental Agreement, a right to occupy the Berth from the Commencement Date to the Termination Date at the rate stated in the Berth Rental Agreement on the terms and conditions set out in the Berth Rental Agreement and these terms, subject to the Berth Occupier complying with the Marina Rules.
- 3.2 The Berth Occupier accepts the right to occupy the Berth by signing the Berth Rental Agreement.
- 3.3 Marina Management may offer and administer the following berth rental options, each of which is subject to these terms, the Berth Rental Agreement and the Marina Rules (as applicable):
 - (a) Marina rental (Marina to Berth Occupier): a berth rental where Marina Management contracts directly with the Berth Occupier for the right to occupy a Berth for the agreed Term;
 - (b) Sub-renter rental (Marina to Sub-renter): a berth rental where Marina Management (acting in its own capacity and/or as administrator for the Berth Occupier) contracts directly with an approved Sub-renter for the right to occupy a Berth for the agreed Term; or
 - (c) Private Rental (Berth Occupier to a sub-renter): a rental arrangement between a Berth Occupier and a third party renter for the occupation or use of a Berth, which must be notified to and approved by Marina Management before the renter or other user occupies the Berth.
- 3.4 All rentals (including any Private Rental) must be arranged through, or recorded with, Marina Management. For a Private Rental, Marina Management's role is limited to receiving the request, recording the booking details and granting or refusing approval. Marina Management is not a party to the Private Rental and does not collect or process any Private Rental rent payments. The Berth Occupier remains liable to Marina Management for rent and any other payments. Marina Management may approve or refuse any proposed rental, and may impose conditions (including identification requirements, minimum insurance requirements, maximum stay/term limits and nominated-vessel requirements) in its sole discretion.
- 3.5 Payment and invoicing will be as determined by Marina Management from time to time and may differ depending on the rental option as set out below:
 - (a) for a Marina rental (Marina to Berth Occupier) and a Sub-renter rental (Marina to Sub-renter), Marina Management will invoice the Berth Occupier directly for the Marina fees, charges and any Services;
 - (b) for a Sub-renter rental, Marina Management may invoice the Sub-renter or the Berth Occupier for the Marina fees, charges and/or Services and collect funds from the Sub-renter as the Berth Occupier's administrator; and/or
 - (c) for a Private Rental, all payments and financial arrangements are strictly between the private parties (and are not invoiced, collected or processed by Marina Management) other than invoices for additional Services which the person engages Marina Management to provide. The Berth Occupier's remain liable to Marina Management for rental and other usual fees and charges.
- 3.6 Where a Berth is occupied or used by any person other than the Berth Occupier (including a Sub-renter or a person using the Berth under a Private Rental), the Berth Occupier remains responsible to Marina Management for compliance with these terms, the Berth Rental Agreement and the Marina Rules, and for any loss or damage caused by that person, their vessel, or their invitees (to the fullest extent permitted by law).
- 3.7 Should the Berth change ownership during the term of this Berth Rental Agreement and be withdrawn from Marina Management rental system, Tauranga Bridge Marina Limited will give the Berth Occupier 10 Working Days' notice. Marina Management will use best endeavours to find the Berth Occupier an alternative or larger berth to accommodate the Nominated Vessel but is in no way liable or obligated and the arrangement may have to be terminated.
- 3.8 Marina Management may relocate the Nominated Vessel, suspend access to any Services, or cancel/terminate a Berth Rental Agreement in the circumstances set out in these terms. On expiry or termination of a Berth Rental Agreement, the Nominated Vessel must vacate the Berth immediately (or within any period specified by Marina Management).
- 3.9 Marina Management may, in its sole and absolute discretion, at any time, impose new Berth rental rates, and shall give Berth Occupiers not less than 1 month's prior written notice of changes to the Berth rental rates.
- 3.10 Marina Management reserves the right to relocate the Nominated Vessel to another Berth if required in its sole discretion.

4. SERVICES INCLUDING UTILITIES AND ACCESS

- 4.1 Services
 - (a) Marina Management may provide, arrange or supply Services to a Berth Occupier, Sub-renter, visitor or Nominated Vessel at the Marina.
- 4.2 Requesting and authorising Services
 - (a) Marina Management may require that any request for Services is made in writing (including by email or through a booking system) and may refuse to provide any Service where it is not reasonably available, is unsafe, would breach Marina Rules or any law, or is not authorised under these terms.
 - (b) Unless Marina Management agrees otherwise in writing, the Berth Occupier is taken to have authorised any Services requested by (or provided for the benefit of) their Sub-renter, private user under a Private Rental, guests, invitees, contractors or any vessel occupying or using the Berth, and remains responsible for payment of all charges invoiced by Marina Management.
 - (c) In an emergency or where Marina Management reasonably considers immediate action is required to protect persons, property, the Marina Structures, the environment or another vessel, Marina Management may arrange Services (including repairs, clean-up, towage or work boat services) without prior approval from the Berth Occupier and recover the associated charges from the Berth Occupier.
- 4.3 Charges for Services
 - (a) All Services are chargeable unless Marina Management confirms otherwise in writing. Marina Management may set and vary charges, fees, rates (including hourly labour rates), call-out fees, minimum charges and administration fees from time to time.

- (b) Marina Management may invoice for any Services to the Berth Occupier (and/or to a Sub-renter where Marina Management has agreed to do so). Unless otherwise stated on the invoice, payment terms and consequences of non-payment apply in accordance with clause 5.
 - (c) Charges for Services are inclusive of GST unless stated otherwise. Where Services are provided by a third party arranged by Marina Management, Marina Management may recover the third party's charges (and Marina Management's associated administration fees) from the Berth Occupier.
 - (d) Marina Management may require prepayment or a deposit for any Services, and may withhold or stop providing Services until all amounts due are paid.
- 4.4 Utilities
 - (a) The Berth Occupier is responsible for the cost of all utility usage at the Berth and in connection with the Nominated Vessel (including by Sub-renters and private users).
 - (b) If Marina Management provides metering or monitoring, charges may be based on meter readings. If metering is not available or is faulty, Marina Management may make a reasonable estimate of usage and charge accordingly.
 - (c) Marina Management may restrict, suspend or disconnect any utility or shore service for safety, maintenance, emergency, non-payment, suspected misuse, or to comply with law or any utility provider's requirements. The Berth Occupier must comply with all instructions relating to connection and use.
 - (d) The Berth Occupier shall ensure that the use of any power, water, sewage, pump-out or other shore service complies with all relevant laws, regulations and rules governing the supply, connection, use, discharge or disposal of those utilities and/or services.
- 4.5 Incidents, crashes and damage
 - (a) If any incident, crash, grounding, spill, fire, damage or suspected damage occurs at the Marina involving the Berth Occupier, any vessel using the Berth, or their invitees, the Berth Occupier must promptly notify Marina Management and comply with all reasonable directions (including directions relating to safety, containment and movement of vessels).
 - (b) Where Marina Management incurs costs relating to any incident or damage (including assessment, clean-up, repairs, contractor costs, work boat services, temporary works, administration and insurance excess) and those costs are reasonably attributable to the Berth Occupier, the Nominated Vessel, Sub-renter, private user or invitees, Marina Management may invoice those costs to the Berth Occupier.
 - (c) Marina Management may (but is not obliged to) arrange repairs or other remedial works, and may select the contractor and scope of works, where Marina Management reasonably considers immediate action is required for safety or to prevent further damage to the Marina, the Marina Structures, any other property at the Marina, the environment, or any other vessel. Any such action is taken for the protection of the Marina and is at the discretion of Marina Management. Marina Management is not responsible for any delay in obtaining parts, contractors or services.
- 4.6 Availability
 - (a) Services are provided on an "as available" basis. Marina Management does not guarantee continuity of supply or availability of any Service (including utilities) and may suspend or limit Services for outages, maintenance, emergencies, or operational reasons.
- 4.7 Water space and access rights
 - (a) The Berth Rental Agreement grants rights only in respect of the allocated water space of the Berth, to the Berth Occupier alone. In common with other berth occupiers and permitted visitors to the Marina, the Berth Occupier has the right to tie up to the Berth structures made available to it for that purpose, and the right of access in, and the use of, the common waterways and pathways of the Marina area, subject to the Marina Rules and any access rules and hours specified by Marina Management for safety, security and good order.
- 5. **RENT, FEES AND CHARGES**
 - 5.1 The Berth Occupier must pay all the Marina fees and charges to Marina Management as follows:
 - (a) for a Short Term Occupier, before the vessel is removed from the Marina; or
 - (b) for a Long Term Occupier, by the 20th day of the month following the date of invoice or before the vessel is removed from the Marina, whichever comes first issued by Marina Management.
 - 5.2 The Berth Occupier must provide Marina Management with a valid credit card and authorises Marina Management to debit that credit card for any amount due and payable that remains unpaid for 10 Working Days after the due date stated on the invoice.
 - 5.3 A late payment fee will apply to any amount unpaid after the 10 Working Day period.
- 6. **SUBLETTING OF BERTH**
 - 6.1 No Berth Occupier can sublet their Berth (including by way of any Private Rental) without first applying for permission from Marina Management and complying with the process set out in clause 3.
- 7. **PURPOSE OF OCCUPATION**
 - 7.1 The Berth Occupier shall only use the Berth for pleasure boating purposes and not for any commercial or other use or purpose unless Marina Management at its sole discretion has approved such a use.
- 8. **MAXIMUM DIMENSIONS OF BOAT**
 - 8.1 The Berth Occupier shall at no time allow any part of any Nominated Vessel using or moored in the Berth (including spars, bowsprits, anchors davits and tenders or any other thing affixed to the Nominated Vessel) to exceed the published or nominal dimensions of the Berth. For avoidance of doubt, the published or nominal dimensions are less than the physical dimensions of the Berth and indicate the maximum dimension of an occupying vessel.
- 9. **CHANGE IN NOMINATED VESSEL**
 - 9.1 The Berth Occupier shall ensure that if it plans to change the Nominated Vessel:
 - (a) the new proposed vessel fits the dimensions of the Berth as listed on the Berth Rental Agreement; and
 - (b) Marina Management is advised of the change of the Nominated Vessel in writing and approves of the change in the vessel.
- 10. **VISITORS TO THE MARINA**
 - 10.1 The Berth Occupier shall ensure that:
 - (a) all of its invitees comply with these terms and the Berth Rental Agreement; and
 - (b) any children under the age of 13 and for whom the Berth Occupier or its visitors are responsible, are accompanied by an adult.
- 11. **CONTRACTOR ACCESS**
 - 11.1 The Berth Occupier is responsible for ensuring that any contractor it invites into the Marina has completed a contractor access application form and provided a completed copy to Marina Management in accordance with the Marina's health and safety policy.
 - 11.2 The Berth Occupier must ensure and accept responsibility for ensuring that any contractor or tradesman it invites into the Marina for the purpose of carrying out work on the Berth Occupier's Nominated Vessel holds sufficient insurance to satisfy the insurance requirements of Marina Management.
 - 11.3 The Berth Occupier indemnifies and will keep indemnified Marina Management against all actions, suits, claims, debts, obligations and other liabilities arising out of the activities of any contractor invited by the Berth Occupier to work on the Berth Occupier's Nominated Vessel.
- 12. **RESTRICTED ACTIVITIES**
 - 12.1 The Berth Occupier and its guests must at all times comply with the Marina Rules. Marina Management may from time to time vary the rules by written notice to the Berth Occupier.
- 13. **INDEMNITY**
 - 13.1 The Berth Occupier shall indemnify Marina Management against any loss, expense, legal liability, claims and costs incurred by Marina Management arising as a result of the Berth Occupier's act or omissions or the acts or omission of others to which the Berth Occupier has contributed or the acts or omissions of any person invited into the Marina by the Berth Occupier.
- 14. **INSURANCE**
 - 14.1 The Berth Occupier acknowledges that vessels and marine environments involve inherent risks (including weather events, tides, surge, wake, collision, theft, vandalism, mechanical failure, and third-party acts or omissions). The Berth Occupier shall throughout the Term keep all of the Berth Occupier's Nominated Vessel, its equipment and other property in the Marina fully insured against loss or damage by any reason including all usual maritime risks.
 - 14.2 The Berth Occupier shall, if requested by Marina Management, provide Marina Management with copies of the policies effected pursuant to this clause together with a certificate of currency for such policies.
 - 14.3 For the avoidance of doubt, the Marina's insurance does not include the Berth Occupier's Nominated Vessel.
- 15. **DAMAGE TO MARINA PROPERTY**
 - 15.1 The Berth Occupier will be responsible for all damage to all Marina Structures including but not limited to docks, pilings or property in the Marina and or other vessels and persons using the Marina arising from any act or omission, neglect or default by the Berth Occupier or its agents, servants, contractors, employees or invitees (including persons it permits to use its Berth) and/or relating to the use and/or storage, of the Nominated Vessel.
- 16. **TERMINATION**
 - 16.1 Failure to adhere to these terms, the Berth Rental Agreement or the Marina Rules may result in termination of the Berth Occupier's right to occupy the Berth and/or a claim being made against the Berth Occupier.
 - 16.2 If the Berth Occupier fails to pay the fees and charges due under the Berth Rental Agreement or otherwise defaults on any of these terms, Marina Management may at its total discretion issue the Berth Occupier with a default notice. Such notice will be sent to the Berth Occupier's address recorded in the Berth Rental Agreement.
 - 16.3 If the breach as detailed in the default notice is not remedied within 7 Working Days of receipt of the Berth Occupier's default notice then the Berth Rental Agreement shall, at the discretion of Marina Management, be terminated immediately, provided that the Berth Occupier shall remain liable for payment of fees and other charges accrued and owing up to the date the Nominated Vessel is removed from the Marina.
 - 16.4 On the termination of the Berth Rental Agreement, the Berth Occupier shall promptly remove the Nominated Vessel and all goods and effects of the Berth Occupier from the Marina. In the event the Berth Occupier does not act in accordance with this clause, Marina Management shall be entitled to invoke the claim procedure referred to in clause 18.

17. **DEFAULT AND CONSEQUENCES OF DEFAULT**
- 17.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Marina Management's sole discretion such interest shall compound monthly).
- 17.2 If the Berth Occupier owes Marina Management any money, the Berth Occupier shall indemnify Marina Management from and against all costs and disbursements incurred by Marina Management in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Marina Management's collection agency costs, and bank dishonour fees).
- 17.3 Without prejudice to any other remedies Marina Management may have, if at any time the Berth Occupier is in breach of any obligation (including those relating to payment) under these terms, the Berth Rental Agreement or the Marina Rules, Marina Management may suspend or terminate the Berth Rental Agreement with the Berth Occupier. Marina Management will not be liable to the Berth Occupier for any loss or damage the Berth Occupier suffers because Marina Management has exercised its rights under this clause.
- 17.4 Without prejudice to Marina Management's other remedies at law, Marina Management shall be entitled to cancel all or any part of any services (if any) to be provided by Marina Management to the Berth Occupier which remain unfulfilled and all amounts owing to Marina Management shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Marina Management becomes overdue, or in Marina Management's opinion the Berth Occupier will be unable to make a payment when it falls due;
 - (b) the Berth Occupier is adjudged bankrupt, becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Berth Occupier or any asset of the Berth Occupier.
18. **FAILURE TO COMPLY**
- 18.1 These terms are not in any way intended by either party to create a bailment and the Berth Occupier understands that Marina Management accepts no responsibility for the care of any Nominated Vessel and its contents.
- 18.2 In case of termination of the Berth Rental Agreement and/or failure to comply with a default notice as set out in clause 16 and clause 19, Marina Management may seize and sell a Nominated Vessel to defray costs.
- 18.3 If the Berth Occupier defaults under these terms or the Berth Rental Agreement is terminated under clause 16, Marina Management may at its total discretion, serve a notice of claim on the Berth Occupier by:
- (a) posting the notice of claim to the Berth Occupier's nominated address as set out in the Berth Rental Agreement; and/or
 - (b) affixing the notice of claim in a prominent position to the Nominated Vessel, requiring the Berth Occupier to remedy the default within 14 Working Days.
- 18.4 Should the Berth Occupier fail to comply with the notice of claim, Marina Management may (but without any obligation to do so) without further notice seize the Nominated Vessel occupying the Berth and sell it to set off against the cost of enforcement, removal and storage owing by the Berth Occupier as well outstanding fees and charges.
- 18.5 Marina Management can at its total discretion either secure the Nominated Vessel in its Berth or alternatively remove the Nominated Vessel to another berth or hardstand. Where Marina Management issues a notice of claim in accordance with this clause 18, it shall be entitled to a lien on the Nominated Vessel for all amounts owing by the Berth Occupier to Marina Management under these terms, the Berth Rental Agreement or otherwise in connection with the Berth of the Nominated Vessel, including (without limitation) all fees, charges, Services charges, interest, recovery and enforcement costs, and the costs of removal and storage of the Nominated Vessel.
- 18.6 If 14 Working Days after the date for compliance with the notice of claim has fallen due the Berth Occupier has failed to remedy the default Marina Management may, at any time thereafter, offer the Nominated Vessel for sale by public auction or private contract and apply such of the proceeds of any resulting sale in the following order:
- (a) first, in payment of all costs and expenses incurred by or on behalf of Marina Management in relation to the seizure, removal, securing, hardstand/berthing, storage, custody, preservation, marketing, and sale of the Nominated Vessel (including administration expenses and the cost of providing custodians);
 - (b) secondly, in or towards satisfaction of all amounts owing by the Berth Occupier to Marina Management under these terms, the Berth Rental Agreement or otherwise in connection with the Berth or the Nominated Vessel (including, without limitation, all fees, charges, Services charges, interest, and recovery and enforcement costs);
 - (c) thirdly, any balance remaining to the Berth Occupier.
- 18.7 The Berth Occupier hereby irrevocably appoints Marina Management to be the attorney of the Berth Occupier to execute all documents and to do all things as are necessary to give effect to such sale.
19. **ABANDONED, UNSEAWORTHY OR ILL-REPAIRED VESSELS**
- 19.1 The Berth Occupier shall keep the Nominated Vessel occupying the Berth in good serviceable condition and repair so as not to obstruct, interfere with or endanger other vessels navigating or berthed in the Marina.
- 19.2 Should the Berth Occupier fail to comply with clause 19.1, Marina Management may, serve a default notice on the Berth Occupier requiring the Berth Occupier to remedy specified areas in default within a reasonable period of time at their sole discretion.
- 19.3 If the Berth Occupier fails to comply with a default notice issued under clause 19.2 within the time specified in the default notice, Marina Management may at its sole discretion invoke the termination procedure set out in clause 16 and/or the claim procedure set out in clause 18.
20. **EMERGENCY MANAGEMENT**
- 20.1 Marina Management reserves the right to occupy the Berth in the case of an emergency and also to require the Berth Occupier to vacate the Berth if necessary, to allow urgent repairs to be carried out on or near the Berth. In such circumstances Marina Management may, but shall not be obliged to, provide an alternative berth or mooring.
- 20.2 In extreme emergencies, Marina Management reserves the right to carry out any necessary actions as may be required to ensure the integrity of the Marina, irrespective of the Berth Occupier's right to occupy a Berth.
21. **PRIVACY ACT 2020**
- In accordance with the Tauranga Bridge Marina Limited's Privacy Policy, Marina Management may collect, hold and use personal information about the Berth Occupier, Sub-renter or private user for the purposes of:
- (a) managing the Marina operations and enforcing these terms, the Berth Rental Agreement and/or the Marina Rules;
 - (b) ensuring safety, security and compliance at the Marina;
 - (c) responding to emergencies, incidents or environmental risks at the Marina;
 - (d) administering the Marina;
 - (e) collecting payments, including debt collection; and
 - (f) communicating with the Berth Occupier for any such purpose.
- 21.2 Marina Management requests this information directly from the Berth Occupier.
- 21.3 Marina Management may share this information with credit providers, credit reporting, credit enforcement or debt collecting agencies. Marina Management will store your personal information securely and comply with their obligations under the Privacy Act 2020.
- 21.4 If the Berth Occupier is in default in payment owing to the Marina, Marina Management may disclose to the membership of the New Zealand Marina Operators Association any personal information held by Marina Management about the Berth Occupier.
- 21.5 The Berth Occupier shall have the right to request Marina Management for a copy of the information about the Berth Occupier retained by Marina Management and the right to request Marina Management to correct any incorrect information about the Berth Occupier held by Marina Management.
22. **LIMITATION OF LIABILITY**
- 22.1 Marina Management is not liable to the Berth Occupier, Sub-renter or private renter (or any other person) for any loss of, or damage to, any vessel (including the Nominated Vessel), its equipment, cargo, contents or other property, whether arising at the Marina, in the Berth, on hardstand, in transit within the Marina, or otherwise, except to the extent that such loss or damage is caused by the gross negligence of Marina Management.
- 22.2 To the extent Marina Management is liable to the Berth Occupier, Sub-renter or private renter (or any other person) for any claim arising out of or in connection with the Marina, the Berth, the Services, the Facilities, these terms or the Berth Rental Agreement, that liability is limited in aggregate to the lesser of:
- (a) the total fees and charges paid (or payable) by the Berth Occupier to Marina Management in the 12 months immediately preceding the event giving rise to the claim; or
 - (b) \$10,000.
23. **GOVERNING LAW**
- 23.1 These terms and the Berth Rental Agreement are governed by and must be interpreted in accordance with the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.



Tauranga Bridge Marina Limited
101 Te Awanui Drive Tauranga 3110
PO Box 4500 Mount Maunganui 3149
P: +64 7 575 8264 E: berths@marina.co.nz - www.marina.co.nz