

Terms and Conditions for Berth Rental at Marsden Cove Marina

(a Division of Marsden Maritime Holdings Limited)

1.0 APPLICATION

- 1.1 These terms and conditions apply to all persons who rent or lease a berth from Marsden Cove Marina, a Division of Marsden Maritime Holdings Limited.
- 1.2 If your vessel remains berthed at the Marina for more than two hours after you first arrive, you will be deemed to have accepted these terms and conditions and have agreed to comply with them.

2.0 BERTH RENTAL FEES AND OTHER CHARGES

- 2.1 Berth rental fees and other charges are reviewed and determined periodically Marsden Maritime Holdings at their discretion and are subject to change without notice.
- 2.2 Berths are rented on a casual/monthly or lease basis and payments become due as follows:
 - i. Daily Casual Rental

This fee is based on a daily rental for short term berth rental. Payments are due **prior** to departure from the Marina.
 - ii. Monthly Casual Rental

This fee is based on a monthly rental with payments due in **advance** no later than the first calendar day of each month. You will receive an initial perpetual invoice only, unless there is a change to the monthly fee.
- 2.3 Licences are on agreement with Marsden Maritime Holdings Limited.

- 2.4 Your power usage is via our Tally card system. Tally cards attract a \$20 deposit (refunded on receipt of card). Top ups can be purchased from the office.
- 2.5 The Marina reserves the right to pass any unforeseen charges, costs, levies and fees imposed on the Marina by the government, any local government body or agency, on to you in addition to any rental fees or charges.
- 2.6 The payment of any rental fees does not give the berth user any holding or proprietary rights over a particular berth in the Marina.
- 2.7 Payments to the Marina can be made by credit card, eftpos, cheque and cash at the Marina office or by direct credit into the Marina bank account.
- 2.8 Overdue accounts will incur a late payment fee of 1.5% interest per month (compounding) on all outstanding fees and charges from the due date to the date of payment. Where applicable, full legal and collection costs will also be recovered by the Marina.

3.0 BERTH

- 3.1 You shall only berth your vessel at the berth allocated by the Marina Management. Any berth change must have prior approval from the Marina Management.
- 3.2 You shall not assign, sublet or authorise any other person or vessel to use the berth allocated to you by the Marina Management without prior written permission from the Marina Management.
- 3.3 No alterations and/or modifications shall be made to any berth, structure or property of the Marina without prior written permission from the Marina Management.

4.0 LIVING ON BOARD

- 4.1 You shall only be allowed to live onboard your vessel if you are the owner and have advised and have been authorised in writing by the Marina Management. Separate live aboard rules apply – please see attached sheet.

5.0 MANAGEMENT ENTERING AND MOVING VESSEL

- 5.1 The Marina Management reserves the right to enter and/or move a vessel when necessary or to ensure safety to all persons, other vessels and/or the Marina facilities.

- 5.2 The Marina Management will take all reasonable care when entering and/or moving a vessel but will not be liable for any damage or loss caused to the vessel.

6.0 BERTH & VESSEL SIZE

- 6.1 The **overall** length of your vessel **must not** exceed the maximum length of your allocated berth and **no part of your vessel is to overhang any walkway.**

7.0 INSURANCE

- 7.1 You must at all times have a minimum of current cover of third party insurance for your vessel while using a berth in the Marina. Marina Management will require you to provide proof of such current insurance prior to allocating you a berth.

8.0 DOCKING LINES & SECURING YOUR VESSEL

- 8.1 The Marina does not supply docking lines. It is the responsibility of the owner, or person in charge, of the vessel to supply and maintain their own docking lines. The Marina Management reserves the right to require an owner of a vessel to replace any docking lines that are not maintained, appear unsafe or could cause a hazard.
- 8.2 Your vessel must be secured at all times to ensure no damage, injury, or loss is caused to the Marina or any other vessel or person.

9.0 SHORE POWER

- 9.1 All vessels are required to have an electrical warrant of fitness (“EWOFF”) in accordance with the New Zealand Electrical Code of Practice (ECP-29) if connecting to shore power permanently. An Electrical Compliance Form is to be completed and provided to Marina staff **prior** to connecting to any shore power supply. If a connection to shore power is made without a EWOFF, the owner of the vessel will be held liable for any damage caused to the Marina property or any other person or person’s property.
- 9.2 A temporary power supply cord can be used to connect to shore power. An electrical compliance form is still required to be completed however. The temporary supply can only be connected to one portable electrical appliance. You are not allowed to leave the vessel unattended if the electrical supply is active. The owner will be held liable for any damage caused to the Marina property or any other person or person’s property.
- 9.3 The following conditions must be met to ensure compliance with the Electrical Regulations, (EPC-29)

- i. All components of the supply lead shall be appropriate for the demands placed upon it.
- ii. The supply power cable shall be one continuous length and be a heavy duty tough rubber sheathed cable.
- iii. The supply cable should be arranged to permit normal movement of the vessel at its berth. Be secured to avoid damage, minimise accidental disconnection, tripping hazard.
- iv. Do not leave excess cable coiled up. Spread it out inside the vessel to avoid the cable heating up and melting insulation.

10.0 CONDUCT AND NOISE

- 10.1 You shall not create a noise nuisance, whether through parties or the use of television, generators, radio, musical devices or any other form of sound reproduction or otherwise. Ropes, rigging, sails and halyards on your vessel must be secured to eliminate any unreasonable noise.
- 10.2 No unlawful activities shall be conducted from your vessel or the berth. Any abuse, verbal or otherwise, to other Marina users, staff and/or visitors, and obnoxious behaviour is unacceptable and will not be tolerated within the Marina.
- 10.3 No alcohol is to be consumed within the Marina except on private vessels or on licenced premises.

11.0 POLLUTION

- 11.1 You shall not pollute the Marina or discharge into the Marina waters any poisonous, noxious, dangerous or offensive substances or objects. You shall not discharge any sewage or empty toilet waste into the Marina waters. Disposal of waste material may only be made into suitable receptacles provided by the Marina. There are pump out facilities located on "A" Pier and the Fuel Jetty.
- 11.2 No hull cleaning will be carried out in the Marina.
- 11.3 No swimming or diving in the marina. Any under water maintenance of the vessel is allowed subject to prior written permission and must be carried out by a certified contractor.
- 11.4 Any breach of rule 11.1 may result in prosecution by the Northland Regional Council.

12.0 LIABILITY

- 12.1 Your 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 Marina remains solely at your own risk.
- 12.2 The Marina is not liable for any loss, damage or injury occurring within the Marina to any vessel, property, or persons, however it may arise and even if it is caused or attributable to the Marina.
- 12.3 You shall indemnify the Marina against any loss, expense, legal liability, claims and costs incurred by the Marina arising as a result of your act or omissions, or the acts or omissions of your invitees.
- 12.4 You, as the vessel owner or person in charge of the vessel, are responsible that any service people and/or contractors invited to the Marina by you, to carry out work on your vessel has specific marine public liability insurance.

13.0 DANGEROUS GOODS

- 13.1 You shall not bring into, store or use within the Marina any chemicals, inflammable gases, fluids or substances except in the ordinary course of using your vessel for recreational purposes.

14.0 REFUSAL

- 14.1 The Marina Management may, without reason and at its discretion, refuse to give use of any berth to any person.

15.0 TERMINATION

- 15.1 The Marina Management may immediately terminate your right to use a berth if you fail to pay your charges on time and your charges remain unpaid after seven days from the date the Marina Management notifies you of such non-payment, or if your breach any of these terms and conditions or the bylaws and such breach (if capable of remedy) remains un-remedied after seven days from the date the Marina Management notifies you of such breach.
- 15.2 If the Marina Management terminates your right to use a berth, you must promptly pay all charges and other amounts owing to the Marina and remove your vessel from the berth and the Marina.
- 15.3 If you do not remove your vessel, the Marina may, without incurring any liability, remove your vessel and store it in such a place and under such conditions as it sees fit. The Marina shall have a lien over the vessel for all costs including but not limited to, impounding, removal, security, storage and sale of the vessel, and all outstanding charges and other amounts owed

by you to the Marina under these terms and conditions. The Marina shall not be required to release the vessel until you have paid all amounts owing in relation to the vessel.

16.0 CONTACT DETAILS

16.1 The Marina Management must be advised of any changes of address, contact phone numbers and vessel details in order to contact you or a representative in the event of an emergency and to keep its records up to date. Any information will be kept in accordance with the privacy laws.

17.0 RUBBISH AND RECYCLING

17.1 Rubbish, waste and oil must be deposited in the receptacles provided for the purpose. Recycling of glass, plastic and cans is encouraged.

18.0 ANIMALS

18.1 Animals are only allowed in the Marina with prior permission of the Marina Management. Such permission may be withheld at the discretion of the Marina Management. All animals must be kept on a leash and all droppings to be picked up and disposed of in the rubbish skips.

19.0 FANWORM CONTROL

19.1 Boat owners will ensure that all possible steps have been taken to ensure they are not harbouring the marine pest 'Fanworm'. If your vessel has been in any high risk areas or has not been anti-fouled, please inform Marina Management so an assessment of your vessel can be carried out.

20.0 BYLAWS, REGULATIONS & NEW ZEALAND LAW

20.1 You agree to comply with all bylaws and regulations in relation to the Marina.

20.2 These terms and conditions are subject to New Zealand law.

21.0 WORK IN MARINA

21.1 No work shall be carried out in the marina. Marsden Cove is a recreational marina and not a marina where significant maintenance should be undertaken or planned.

22.0 NAVIGATION

22.1 You shall not moor or navigate any vessel within the Marina so as to create a danger, impediment, obstacle or inconvenience to any other vessel.

23.0 FIRE HAZARDS

23.1 You shall not do anything in the Marina which creates a fire hazard or which may contravene the regulations or bylaws of any Authority and without limitation, shall not use firefighting equipment supplied by the Marina for any purpose other than the fighting of fire.

24.0 HEALTH AND SAFETY

24.1 A copy of Marsden Cove Marina's health and safety register, safety manual and standard operating procedures and code of practice are available for viewing at the marina office.

25.0 3 KNOT NO WAKE ZONE

25.1 You must moor your vessel at your berth and manoeuvre your vessel so as to avoid creating danger, obstacle or inconvenience to other vessels. You are responsible for ensuring your users, passengers and invitees comply with these rules.

26.0 TROLLEYS

26.1 Trolleys are available and must be taken back to the cage, they are for everyone to use.

27.0 STORAGE ON MARINA

27.1 The user shall not permit or allow any property, gear or equipment to be stored on the berth finger or within Marsden Cove Marina.

28.0 VISITORS

28.1 The user shall ensure that:

- all of its invitees comply with these terms and conditions
- any children under the age of 12 and for whom the user or its visitors are responsible, are accompanied by an adult at all times.

29.0 VARIATION OF TERMS & CONDITIONS

- 29.1 These terms and conditions may be varied from time to time by the Marina by giving written notice to you as may be reasonably necessary.