

Marsden Cove Marina Terms and Conditions for Berth Rental

(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 by 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 a monthly invoice.
- 2.3 Licences are on agreement with Marsden Maritime Holdings Limited.
- 2.4 Your power usage is via our Tally Card System or the Tally Web system.

Tally Card System

Tally Cards are used for power on B, C and D docks. These cards require a \$50.00 deposit and will be refunded on the return of the card. Top ups can be purchased at the Marina Office.

Tally Web System

Tally Web is our online system and is currently used for power on A berths only. Top ups can be made by customers using their credit card in the Tally Web Portal or at the Marina Office.

- 2.5 The Marina reserves the right to pass on to you, in addition to any rental fees or charges, any unforeseen charges, costs, levies and fees imposed on the Marina by the government, any local government body or agency.
- 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 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 Marina Management without prior written permission from 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 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 Marina Management. Separate live aboard rules apply – please see attached sheet.
- 4.2 If you are given permission to live on board the vessel, you may be charged a Live on Board surcharge.

5.0 MANAGEMENT ENTERING AND MOVING VESSEL

- 5.1 Marina Management reserve 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 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 AND 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 cover of \$5,000,000 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 AND 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. Marina Management reserve 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 an 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. However, an electrical compliance form is still required to be completed. 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. It must be secured to avoid damage, minimise accidental disconnection and 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 obnoxious behaviour, abuse, verbal or otherwise to other Marina users, staff and/or visitors 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.
- 11.2 Your vessel must be equipped with a sewage holding tank that can be discharged into a land-based pump out facility. There are pump out facilities located on "A" Pier and the Fuel Jetty.

- 11.3 If you do not have a holding tank on board then your toilet outflow will be sealed by Marina staff to prevent use for the duration of your stay.
- 11.4 No hull cleaning will be carried out in the Marina.
- 11.5 No swimming or diving in the Marina. Any underwater maintenance of the vessel is only allowed subject to prior written permission from Marina Management and must be carried out by a certified contractor.
- 11.6 Any breach of paragraph 11.1 may result in prosecution by the Northland Regional Council.

12.0 SAFE REPAIR

- 12.1 All vessels shall be kept in a good and safe repair, with adequate anodes and regular slipping and antifouling. Vessels must be seaworthy and be able to move under their own power.
- 12.2 Non-compliant vessels can be issued with a written notice to comply. Marsden Cove Marina can arrange for work to be done on vessels to bring them up to standard, following such notice, at the owner's expense.

13.0 LIABILITY

- 13.1 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.
- 13.2 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, even if caused or attributable to the Marina.
- 13.3 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.
- 13.4 You, as the vessel owner or person in charge of the vessel, are responsible for any service people and/or contractors that have been invited to the Marina by you to carry out work on your vessel, to have specific marine public liability insurance.

14.0 DANGEROUS GOODS

- 14.1 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.

15.0 REFUSAL

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

16.0 TERMINATION

- 16.1 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 that Marina Management notify you of such non-payment; and/or
 - 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 that Marina Management notify you of such breach.
- 16.2 If Marina Management terminate 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.
- 16.3 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.

17.0 CONTACT DETAILS

- 17.1 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.

18.0 RUBBISH AND RECYCLING

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

19.0 ANIMALS

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

20.0 MARINE PEST CONTROL

- 20.1 Boat owners will ensure that all possible steps have been taken to ensure they are not harbouring the marine pests.
- 20.2 The Marine operates the 6/1 rule.
- the vessel either has been antifouled within six months prior to arrival; or
 - has had a washdown one month prior to arrival.
- 20.3 Proof of these will be required at the time of booking.

21.0 BYLAWS, REGULATIONS & NEW ZEALAND LAW

- 21.1 You agree to comply with all bylaws and regulations in relation to the Marina.
- 21.2 These terms and conditions are subject to New Zealand law.

22.0 WORK IN MARINA

- 22.1 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.

23.0 NAVIGATION

- 23.1 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.

24.0 FIRE HAZARDS

- 24.1 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.

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 racks or carpark. Trolleys are provided 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 its invitees comply with these terms and conditions; and
 - any child 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.

LIVEBOARD RULES

TO BE READ IN CONJUNCTION WITH THE MARSDEN COVE MARINA TERMS AND CONDITIONS FOR BERTH RENTAL

1. Permanent Liveboards are only permitted in Marsden Cove Marina by the approval of Marina Management.

'Liveboard' means to sleep overnight on your vessel for more than three consecutive nights while it is moored in the marina.
2. The Liveboard must be the owner of the vessel. An occupant renting or leasing the vessel cannot liveboard.
3. Liveboard approvals will be reviewed annually.
4. Liveboard approval is not transferable to other persons.
5. The vessel must be maintained in a good and safe condition. The Marina Manager may not accept a vessel that is regarded as being in poor condition. The vessel must be operational and able to be moved under its own power.
6. All vessels wishing to connect to shore power must hold a current Electrical Warrant of Fitness (EWOFF) complying with AS/NZS 3004.2. A copy of the vessel's current EWOFF certificate must be given to the Marina Office. Shore power leads must be tested and tagged annually as per AS/NZS3760.
7. If applicable, a copy of the vessel's Gas Safety Certificate must be given to the Marina Office.
8. There is no discharge of sewage from vessels into the Marina. Vessels fitted with a toilet must have a functioning black water holding tank that can be discharged into the land-based pump out facility situated on A pier and the refueling dock. If there is no holding tank on board or it cannot be discharged into land-based facility, then your toilet outflow will be sealed by Marina staff to prevent use while in the Marina. In this case, shore toilets must be used by Liveboard.
9. Pier walkways must always be kept clear of rubbish and obstacles. Bicycles and scooters are not to be stood against Power or Fire pedestals. Dinghies may not be left on fingers or piers. Please do not modify piers without prior approval of the Marina Manager.

10. Any motor vehicle associated with the Liveaboard must be warranted and always registered. Vehicle allocation is one carpark per marina berth. Vehicles are not to be used for storage of goods.
11. All vessels in the Marina must have current third-party insurance cover for a minimum of \$5,000,000. Proof of a current policy of insurance must be provided to the Marina Office.
12. Marina Management may vary the Liveaboard rules by written notice to berth occupiers.
13. If there is any inconsistency between the provisions of these rules and the provisions of the Berth Rental Agreement, the provisions of the latter shall prevail.